LETTER OF UNDERSTANDING

Between
The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
And
Moon Fabricating Corporation

The Company (Moon Fabricating Corporation) hereby acknowledges and agrees that bargaining rights and servicing of the Moon Fabricating Corporation, 700 West Morgan Street, Kokomo, Indiana has been transferred from the (NTL) National Transient Lodge, 104 East Dudley Street, Maumee, Ohio 43537 to Boilermakers Local 374, 6333 Kennedy Avenue, Hammond, Indiana 46323.

Dated this 18th of July 2008.

FOR THE EMPLOYER

MOON FABRICATING CORPORATION
700 WEST MORGAN STREET
KOKOMO, INDIANA 46903-0567

PRESIDENT

FOR THE UNION

NATIONAL TRANSIENT LODGE
104 EAST DUDLEY STREET
MAUMEE, OHIO 43537

BUSINESS MANAGER

BOILERMAKERS LOCAL LODGE 374
6333 KENNEDY AVENUE
HAMMOND, INDIANA 46323

Paul M Madary

BUSINESS MANAGER

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ARTICLES OF AGREEMENT

BETWEEN

MOON FABRICATING CORPORATION
700 West Morgan Street, Kokomo, Indiana

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AND ITS BOILERMAKER LOCAL LODGE 374

July 18, 2008 – July 17, 2011

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This Agreement, governing wages and working conditions in contract, fabricating and repair shops, shall govern the relations between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, and its Boilermaker Local Lodge 374 (hereinafter the "Union") and Moon Fabricating Corporation (hereinafter the "Employer").

ARTICLE 1

RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

Section 1. The Employer recognizes the Union as the sole bargaining agent for all of its production and maintenance employees in the performance of all work coming within the terms of this Agreement.

Section 2. The parties to this Agreement recognize the stability in wages and working conditions and competency of employees are essential to the best interest of the industry and the public, and agree to strive to eliminate all factors which tend toward unstabilizing these conditions.

Section 3. It is the continuing policy and practice of both the Company and the Union to neither discriminate against nor give preferential treatment to any employee because of race, color, religion, sex, national origin, physical or mental disability (except where the employee cannot perform essential job functions with reasonable accommodation), veteran status or age.

Section 4. The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

Section 5. The parties further agree to cooperate fully in carrying out the intent and purpose of this section.

ARTICLE 2

UNION SECURITY

Section 1. UNION SHOP. All employees covered by this Agreement shall be obligated to become members of the Union one hundred twenty (120) days after the date of the execution of this Agreement, the effective date of this Agreement or the date of their employment, whichever is later, as a condition of continued employment. New employees shall be advised of this requirement at the time of their employment. Union members shall be required to maintain their membership in good standing in the Union as a condition of continued employment.

A. New employees may not join the Union during the one hundred twenty (120) day probation period.

B. Time new employees work applies to one hundred twenty (120) day probation period regardless of layoffs except if layoff exceeds a six month period of time.

Section 2. FORFEITURE OF EMPLOYMENT. Any employee who fails to become a member of the Union or fails to maintain his membership therein in accordance with the preceding provision hereof will forfeit his right of employment and the Company agrees that upon being notified by the Union in writing as to the failure of an employee to join the Union or maintain his membership therein, it will discharge such upon notification. For this purpose the requirements shall be consistent with Federal Law.

Section 3. The Employer, upon receipt of written authorization from employees will each month deduct an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. The following form of authorization shall be used:

Section 4. A. Upon receipt of a voluntary written authorization by an employee, which conforms to and is in accordance with all applicable federal and state laws, the Employer agrees to deduct from the employee's earnings during the existence of his authorization his monthly Union membership dues and, if owing, an initiation fee. All monies collected by the Employer pursuant to this Article will be deducted from the employee's earnings in the first pay period of each month and remitted within twenty (20) days to the Union officer designated by the Union in writing to the Employer. The Union will initially notify the Employer in writing as to the amount of its monthly dues and initiation fee. Any subsequent change in these amounts will be certified to the Employer in writing over the signature of an authorized officer of the Union at least thirty (30) days prior to the month for which the deduction is to be made.

B. The Union will indemnify and hold the Employer harmless against any and all claims, demands, judgments, suits, or other forms of liability, including attorney's fees, brought or issued against the Employer as a result of any action taken or not taken by the Employer pursuant to this Article.

ARTICLE 3

WAGES

Section 1. The Employer shall operate on all work covered by this Agreement within the trade claims of the Union and under the jurisdiction of the International Brotherhood of Boilermakers at the following minimum wage scales:

A. Shop wages per hour for Fabricating Department and Rubber Lining Department:

a. Effective July 18, 2008

Mechanic	$14.15
Subjourneyman	$11.35
Helper	$ 9.35

b. Effective July 18, 2009

Mechanic	$14.25
Subjourneyman	$11.45
Helper	$ 9.45

c. Effective July 18, 2010

Mechanic	$14.35
Subjourneyman	$11.55
Helper	$ 9.55

It is understood that nothing in this Agreement shall prevent the Employer from paying over the accepted rate to those selected by Management. Nor should it in any way invalidate this Agreement. Further, nothing in this Agreement shall be interpreted to replace their presently established rate.

A minimum starting rate for new inexperienced Helpers is established at one dollar and fifty ($1.50) cents below the Helper rate. Every sixty (60) days Employees making less than the regular Mechanics rate will be evaluated by the Foreman, the Union Steward, a committeeman from his work area and another Company Representative for the purpose of upgrading the pay rate if conditions so warrant. The amount of increase shall be at the discretion of the Company.

Any former employee rehired by the Company shall be started at the same rate of pay received at the date of termination plus any subsequent negotiated increase, provided that he is still a Union member in good standing.

Section 2. Shop wages shall apply on all work performed at 700 West Morgan Street or on property immediately adjacent to or any place established for shop work as long as it is in the city of Kokomo, Indiana.

Section 3. Employees in the Rubber Lining classification performing work out of the shop or away from the Employer's property shall be paid:
Effective July 18, 2008 - $2.90 per hour above their regular hourly rate
Effective July 18, 2009 - $3.05 per hour above their regular hourly rate
They will also be entitled to the following per diem or subsistence:

A. Outside the city of Kokomo, Indiana and the employee(s) is/are required to stay overnight will receive:

Effective July 18, 2008--$62.00 with hotel receipt or with special circumstances acceptable to the employer.

If employee works six (6) hours or more on a Rubber Liner job he will be eligible for an overnight expense and travel pay with proper receipt.

Any employee placed in non-pay status and required to stay overnight will receive per diem in the amount of eighty dollars ($80.00) per day for Saturday and sixty-two dollars ($62.00) per day for Sunday.

B. All jobs not requiring payment of overnight expenses shall be paid for meals as follows:

$ 9.00 for breakfast – if required to start the job at 7:30 a.m. or earlier
$12.00 for lunch
$18.00 for dinner after ten (10) hours on the job

On a one-man liner job, the employee will be allowed up to $80.00 maximum per day for hotel and meal expenses with hotel and meal receipts.

C. The applicable overtime provisions of this Agreement will apply to the Rubber Liner classification in all instances except as provided for in Article 5, Section 3.

D. Those employees asked to use personal vehicles for Company use will be paid at the rate per mile then in effect under I.R.S. regulations.

E. When Liner handles one (1) man field job, he shall receive foreman's pay. There will be a lining foreman on every job.

ARTICLE 4

HOURS OF WORK

Eight (8) hours per day shall constitute a day's work. Forty (40) hours per week shall constitute a week's time, Monday to Friday, inclusive. The regular day's work shall be from 7:30 a.m. to 4:00 p.m. provided that the starting time as set forth herein may be changed when mutually agreed to between the Employer and the Representative of the Union. The Company will provide a ten (10) minute rest period during the morning and afternoon, timing to be mutually agreed upon. The employees will not be allowed to go to the vending machines at time other than the rest periods. No food or drink other than water in work area between break periods. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

ARTICLE 5

OVERTIME

Section 1. Time and one-half shall apply on any work performed in the shop as follows:

A. Before the hour of 7:30 a.m. and after 4:00 p.m. Monday to Friday, inclusive, only if the employee works his normally scheduled 8-hour shift.

B. Any employee called to work at any time other than his regular shift shall be paid at the overtime rate for all such time worked within any one twenty-four (24) hour period.

C. No employee shall be required to work more than eight (8) hours in any twenty-four (24) hour period for straight time. Beginning of the twenty-four (24) hour period for such purpose shall be the regular starting time of the shift upon which the employee is regularly employed. The overtime rate will be paid to employees continuously employed beyond twenty-four (24) hours until they receive an eight (8) hour break.

Section 2. Eight (8) hours work for all departments in shop on Saturday at time and a half. Double time rate will be paid after eight (8) hours.

A. Double time rate shall apply on all shop work performed on Sundays and for all time worked in excess of twelve (12) hours in any twenty-four (24) hour period except as provided in Article 5, Section 3.

Section 3. The following shall apply to all departments for work performed in the shop on Saturday, except as provided for in Article 6, Section 1:

A. Hours worked between 7:30 a.m. and 4:00 p.m. shall be paid at the time and one-half rate.

B. Rubber Liners to receive double time for field work performed on Sundays.

C. Rubber Liners working in the field, time and one-half applies for all hours worked in excess of eight (8) hours Monday through Friday and all hours worked on Saturdays.

Section 4. It is understood and agreed that should the starting time be changed, as provided for in Article 4, the hours set forth in the foregoing Sections 1, 2 and 3 shall be changed accordingly.

Section 5. If mandatory overtime is required longer than a thirty (30) day period, employees will be allowed every other weekend off if requested.

Non-productive personnel (supervisors, quality control, maintenance, truck drivers and janitors), at Management's discretion, are not required to work mandatory overtime.

ARTICLE 6

HOLIDAYS

Section 1. Double time rate shall apply on work performed on the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. When any of the holidays fall on Saturday, it shall be deemed to have occurred on the preceding Friday, and when any of the holidays fall on Sunday, it shall be deemed to have occurred on the following Monday. No work will be performed Christmas or Labor Day except to preserve life or property.

Section 2. Each employee with one hundred twenty (120) days or more seniority with the Company shall receive holiday pay of eight (8) hours at his regular hourly base rate for New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. To be eligible for such holiday pay, an employee must work eight (8) hours on his regular scheduled work day immediately preceding and immediately following the designated holidays, unless either one of these days is one of the days of his vacation or an excused pre-planned personal day. Any holidays, as designated in this Article, occurring within a vacation period will extend the vacation period by one day for each holiday with an additional day's pay for each holiday.

Section 3. An employee laid off during the week in which the holiday occurs, or absent due to industrial injury, industrial sickness, or on funeral leave as covered in this contract shall receive holiday pay for the holiday.

Section 4. An employee who works on any designated holiday shall be paid at two (2) times his regular hourly rate for time worked on such holiday in addition to the holiday pay. His regular hourly rate will include any shift differential.

Section 5. LUNCH PERIODS WORKED: Employees assigned to work during lunch period shall receive overtime and be allowed time to consume their lunch on Employer's time after completing such necessary or emergency work during their lunch period.

Section 6. DUPLICATION OF OVERTIME PAYMENTS: Overtime payment shall not be duplicated for the same hours worked under any of the terms of this Agreement and to the extent that hours are compensated at overtime rates under one provision, i.e. they shall not be counted as hours worked in determining overtime under any other provisions.

ARTICLE 7

PAY DAY

Section 1. Employees shall be paid weekly on Friday during working hours. No more than five (5) days may be held back in order to expedite the payrolls. If the designated pay day falls on a holiday, the employees shall be paid on the regular working day immediately preceding such holiday.

Section 2. Employees who are discharged from the service of the Employer shall receive their personal property in full immediately, but their wages will not be paid until the next regularly scheduled pay day.

Section 3. Employees who quit the service of the Employer shall receive their personal property within twenty-four (24) hours, but their wages will not be paid until the next regularly scheduled pay day.

ARTICLE 8

SHIFT WORK

Section 1. Shifts may be established by the Employer on the following basis:

Section 2. FIRST OR DAY SHIFT: Eight (8) hours of work will constitute a normal day's work on the day shift.

Section 3. SECOND SHIFT: Where a second shift is required, seven and one-half (7 ½) hours work with eight (8) hours pay shall constitute a normal day's work on the second shift.

Section 4. THIRD SHIFT: When a third shift is required, seven (7) hours work with eight (8) hours pay shall constitute a normal day's work on the third shift.

Overtime will be paid for the hours worked in excess of the shift hours indicated above. In the event of any variation of the normal work day, shift hours and pay will be a comparable basis as provided for herein.

Employees will be allowed thirty (30) minutes for meals on the employee's time on each shift.

Section 5. When employee is continuously employed for more than four (4) hours beyond the quitting time of his regularly scheduled shift, he will be allowed thirty (30) minutes to obtain a meal.

ARTICLE 9

MINIMUM PAY AND REPORTING TIME

Section 1. An employee starting to work his regular shift, or called to work after starting time of a shift, shall receive not less than four (4) hours pay, and if such employee is required to continue on the second period of the shift, he shall receive not less than a full day's pay.

Section 2. An employee required by the employer to report for work and not given work shall receive four (4) hours pay.

Section 3. An employee required by the employer to report for work for the purpose of maintenance to building and/or equipment shall receive not less than two (2) hours pay.

ARTICLE 10

SENIORITY

Section 1. The principle of seniority shall govern layoffs and recalls where the employee is qualified to perform the work required, with the exception of Article 10, Section 3. The question of qualification is solely the right of Management but, is subject to the grievance procedure. However, seniority shall prevail in the Rubber Lining Department and Fabricating Department separate and apart from each other without conflict of seniority between the departments, except as provided in Article 3, Sections 1 and 3. An employee shall not be entitled to seniority rights

until the employee has been employed for a period of one hundred twenty (120) days, and then the employee's seniority shall date back to date of hire.

Section 2. During the week Saturday, Sunday and Holiday overtime to be worked shall be assigned to the employee(s) who performed the task during the regular shift. Under these circumstances the Company will consider the most senior employee(s) whenever practicable. Should the employee(s) decline to perform overtime work, then the most senior employee(s) within the classification shall be contacted until the job is filled.

If an employee fails to work his/her regular scheduled 40 hours per regularly scheduled work week due to tardiness or absenteeism, they may not be eligible to work Saturday, Sunday or Holiday overtime. This applies to shop or field.

If it is known in advance or if there is prior knowledge that overtime is required to drive the truck(s) for pick-up, delivery or any reason in regards to Company business during the week, Saturdays, Sundays or holidays, then plant wide seniority will prevail.

Section 3. Field construction jobs that require Rubber Liner work only shall be manned with the rubber liner seniority list, field construction jobs that require Fabrication work only shall be manned with the Fabricator seniority list, field construction jobs that require Rubber Liner work and Fabricator work shall be manned with the plant wide seniority list consisting of both Rubber Liners and Fabricators with the understanding that Fabricator and Rubber Liner welders will be compensated in accordance with Article 26, Section 1 of this Agreement.

Section 4. Senior employees in the Rubber Lining or Fabricating classification shall be assigned work to be performed by Rubber Liners or Fabricators on field work away from the shop provided the senior employee(s) is/are qualified to perform the work required. When more than one job occurs at the same time, seniority prevails but Management may assign the jobs in accordance with their best judgement, however, the right for an employee to file a grievance is not forfeited. Should the senior employee decline to accept the field work assignments the next lesser senior employee(s) will be contacted until the job is filled. Once a senior employee, in any classification, declines to accept a field work assignment, he shall not be asked again for the same job until all of the less senior employees are contacted. The least senior employee(s) shall accept the work assignment with the foreman/foremen being exempt. However, the Employer reserves the right to man field jobs with qualified employees. When a job employing senior employees is completed, the senior employees shall not replace or bump employees employed on another job that has started and is in progress regardless of seniority.

Section 5. Employees who are on road jobs and are completing their job assignment on any given day and report to the shop by a 12:00 noon call in that they are finishing up

and will be available for work the next day shall be scheduled for such field work as is available. Employees calling in after 12:00 noon would be available for work only after everyone who had reported in before 12:00 noon and everyone presently in the shop had refused work. This applies to all classifications.

Section 6. At any time, including Saturday, Sunday, and holidays, welding in connection with Rubber Liner field installation is to occur, the employer shall notify the Shop Steward and/or the Shop Committee. If the Fabricating shop welder stays on the job after his welding is completed and assists the Rubber Liner, he will do so at the Rubber Liners' rate of pay.

If the Fabricating shop welder leaves the job site after his welding is complete, he will drive his own vehicle at his expense both ways. When Management sets up a job they will give the following information:

A. Duration of job
B. Number of People Needed
C. Location – City or Town – Not Customer

Section 7. Painters, Sandblasters, Janitors and Truck Drivers shall accrue seniority under the Rubber Liner classification. Truck drivers are employees hired specifically to drive truck (s), maintain fleet and plant maintenance work.

Section 8. The Employer shall provide and post a true and accurate seniority list of all employees covered by this Agreement such list subject to updating as needed. The Steward shall be furnished a copy of said list.

Section 9. All employees must have on record with the Company a telephone number where they can be reached. The Company will notify all Management and office personnel that this information is confidential and must not be given without the individual's consent.

ARTICLE 11

CESSATION OF WORK – LOCKOUT

Section 1. During the term of this Agreement, the Union, its members, and employees within the bargaining unit represented by the Union, individually and collectively, will not advocate, encourage, condone, or take part in any strike, sympathy strike, walkout, picketing, stay-in, slowdown, concerted refusal to work, or similar curtailment or similar restricting of the Company's operations or interference with operations in or about the Company's plant, premises, or equipment. The Company and its representatives agree not to engage in a lockout during the term of this Agreement.

Section 2. It is further agreed that the Employer will not claim damage against Boilermaker Local Lodge 374 or the International Union because of any strike which was not ratified in accordance with the International Brotherhood Constitution.

ARTICLE 12

AGENT OF UNION AND RESPONSIBILITY

Section 1. It is further understood and agreed that Boilermaker Local Lodge 374 shall designate the Union Representative who is duly authorized and will be consulted in all matters pertaining to the application of this Agreement. It being specifically understood that the International Union will only be liable for the acts of said agent when such acts have been approved in writing by the International President's Office.

Section 2. Under no circumstances shall the Shop Committee or any employee make any arrangements with foremen or Management that will change or conflict in any way with any section or terms of this Agreement.

Section 3. Nothing contained herein shall be construed as limiting or abridging the right of the International Union to assign an International Representative to work with or assist any Boilermaker Local Lodge 374 Representative or Employer in the negotiation or application of the terms and conditions of this Agreement.

ARTICLE 13

SHOP COMMITTEE

Section 1. The importance of the Union maintaining at all times a Shop Committee consisting of qualified employees of the Employer, familiar with plant conditions, is recognized.

Section 2. The selection of the Shop Committee is recognized as a function of the Union. The committee shall consist of two (2) employees and two (2) alternates. These employees shall be paid their regular rate for time lost in the transaction of their duties.

Section 3. The Shop Committee shall act in the capacity of Grievance Committee and the names of the Committee members shall be posted on the bulletin board by the Union in the shop from time to time as the occasion warrants.

Section 4. Time spent negotiating this contract will be split 50/50 among the Company and the Union. Meetings open to all members to discuss the contract will be done on the employee's time unless mutually agreed otherwise.

ARTICLE 14

GRIEVANCE MACHINERY – ARBITRATION

Section 1. GRIEVANCE PROCEDURE

It is agreed that the grievances will be reduced to writing, if requested, signed by the aggrieved employee or employees, and will be presented for the first step in the grievance procedure within three (3) working days. Should an employee be on a road job and unable to meet the time requirement, he shall have three (3) working days after his return to the shop for the filing of such grievance. The steps for handling grievances will be as follows:

A. Between the aggrieved employee(s), one (1) Area Committeeman, the Union Steward and the superintendent.

Failure of adjustment then, all grievances MUST be reduced to writing and handled as follows:

If step (1) is not responded to by the Company it will automatically go to step (2).

B. Between the Union Steward, one (1) Committeeman and a Representative of Management within the next five (5) working days.

C. Between the Union Representative and a member of Plant Management within the next ten (10) working days.

Recognizing that a grievance should be raised and settled promptly, grievance must be raised and processed within the specified time limits. The specified time limits may be extended by mutual consent or agreement.

Any grievance reduced to writing as in steps (2) and (3) must be responded to in writing by the Company and Union.

It is further agreed that in the event the above procedure fails of settlements, the matter may be submitted to arbitration as herein provided.

Section 2. ARBITRATION PROCEDURE

A. In the event the grievance is not settled by the foregoing procedure, the American Arbitration Association shall be requested to supply a panel of seven (7) Arbitrators. The Company and Union shall alternately strike names from this list until only one name remains. He shall be the neutral

Arbitrator. However, nothing shall prevent either party from rejecting the entire panel and requesting a new list for consideration.

B. All steps in this procedure shall be followed by both parties as expeditiously as possible.

C. The Arbitrator shall have no authority to add to or subtract from or in any way alter the terms of this Agreement.

D. The decision of the Arbitrator shall be final and binding on the parties involved.

E. Separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties in writing.

Section 3. The expenses of the Arbitrator are to be borne by and divided equally between the Employer and the Union.

Section 4. Any employee found, under the provisions of this Article to have been unjustly discharged shall be restored to his former position with seniority and vacation rights unimpaired.

ARTICLE 15

VACATIONS

Section 1.

LENGTHS OF EMPLOYMENT	VACATION ALLOWANCE
1 year but less than 2 years	5 working days with 40 hours pay
2 years but less than 8 years	10 working days with 80 hours pay
8 years but less than 15 years	15 working days with 120 hours pay
15 years but less than 20 years	20 working days with 160 hours pay
20 years but less than 21 years	21 working days with 168 hours pay

And each year thereafter one (1) day at eight (8) hours pay shall be added to the vacation period for each year of employment. All employees shall have a limit of two hundred (200) hours total on any accrued vacation time. Exception:

Section 2. A. To be eligible for full vacation as provided for in Section 1 of this Article, an employee must have worked a minimum of thirteen hundred fifty (1350) hours (including overtime hours) in the vacation calculation year: provided however, that employees who have worked less than said amount shall receive vacation with pay which will be reduced by one twelfth (1/12) for each continuous period of thirty (30) calendar days that an employee is absent from work in the vacation calculation year. Vacation benefit eligibility for employees shall be determined on the employee's anniversary date of hire.

B. No employee absent from work, not in excess of six (6) months because of an industrial accident, shall be disqualified for his vacation. For each month absent in excess of six (6) months, the vacation period due such employee shall be reduced one twelfth (1/12). Employees who cease employment with the Employer for whatever reason shall not be entitled to pro rata benefits for the last partial year worked.

Section 3. Vacations shall be granted so far as possible in accordance with the requests of the employees. Senior employees shall be given preference, but the Employer may allot vacation periods in such a manner as to insure orderly operation, adequate and continuous service to its customers and maintenance of its plant.

Section 4. All vacations shall be taken on consecutive days unless the Employer and the employee agree upon a different division of the vacation period.

Section 5. Paid holidays occurring within a vacation period will be governed in accordance with Article 6, Section 2 of this Agreement.

Section 6. Employees taking a vacation of five (5) days or more duration shall receive their vacation pay per Section 1 above on the day before the employee's vacation begins. Employees who take their vacations in increments of less than five (5) days shall not receive their vacation pay until they accumulate five days or more.

ARTICLE 16

FUNERAL LEAVE

Section 1. In the event of death in the immediate family, employees shall be allotted three (3) days leave of absence without loss of pay at the employees' straight time hourly rate upon presentation of reasonable proof to the Company.

No allowance, under this Article, will be paid for Saturdays, Sundays, or holidays or for the other days on which no work is scheduled. Immediate family means a spouse, child, step-child, mother, father, sister, brother, half-brother, half-sister,

in-laws (father, mother, brother, sister), maternal and paternal grandparents, spouse's grandparents, biological aunt, and biological uncle.

ARTICLE 17

TRANSFERS

Section 1. TEMPORARY TRANSFERS: When an employee is transferred to another classification, paying a higher rate, the employee shall receive the higher rate for the duration of such employment; but when an employee is temporarily transferred to another classification receiving a lower rate, the employee's wages shall not be reduced.

Section 2. TRANSFERS IN LIEU OF LAYOFFS: Transfer of employees from one classification to another to prevent reduction of work force is permissible when all persons affected are agreeable. This, however, shall not deny any laid off employees the right to exercise their seniority rights.

ARTICLE 18

PROMOTIONS

Section 1. Employees shall be given preference for promotions: seniority, ability and requirements of the job to be considered.

ARTICLE 19

MODIFIED WORK EMPLOYEES

Section 1. In the event an employee with the Company is unable to perform the essential functions of an existing position covered by this Agreement, the Company has the right in its sole discretion to assign such work as may be available to this employee at a rate which is not less than 80% of the then-existing Mechanic rate after contacting the Union representative.

ARTICLE 20

MATTERS PERTAINING TO MANAGEMENT

Section 1. The management of the Company's operations and direction of the working forces, including, but not limited to, the rights without negotiation to: establish new jobs; abolish or change existing jobs; employ; promote; transfer; train; lay-off; recall; discipline, suspend or discharge for cause; determine the number of

employees necessary for any operation; assign work and determine the number of hours to be worked (including starting and quitting times and meal and break times); increase or decrease the work force; establish, change, and maintain production or performance standards and methods; maintain the efficiency of operations and employees; determine products to be handled, produced, manufactured, or sold; schedule the production; determine the source of supply for all services, goods, or materials; institute technological changes or improvements and operations; to subcontract work; transfer operations; decide the number and location of Company facilities; close existing facilities or a portion thereof; require the taking of physical, mental, drug, or alcohol tests; and make such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its employees in respect of such operations as are deemed advisable, will be vested exclusively in the Company, subject only to such limitations as are set forth in this Agreement. The Company need not necessarily exercise rights reserved to it, or if the Company does exercise its reserved rights in any particular way, such will not be deemed a waiver of its right to exercise them in other ways not in conflict of the express provisions of this Agreement. The Company maintains and retains all management rights and the enumeration of management rights herein shall not be deemed to exclude any other management rights.

Section 2. Nothing contained herein, however, shall be construed as granting the right to discriminate against any employee. All employees shall have the right to register complaints, submit grievances and testify in any way without jeopardizing their employment. During the meeting when employees are to be disciplined and/or reprimanded the job steward shall be present.

Section 3. COMPANY RULES: The Employer agrees to supply each with a copy of the rules and regulations of the Company of amendments thereof, concerning management, safety, fire protection, etc. These rules and regulations shall not be so devised as to abridge the rights of employees guaranteed by this Agreement.

ARTICLE 21

BULLETIN BOARDS

Section 1. Bulletin boards will be maintained in the plant or shop for the purpose of posting announcements of Union Meetings and other Union affairs. No such notice shall contain anything controversial, political or in any way reflect upon the Employer or any employee.

ARTICLE 22

APPRENTICES

Section 1. Apprentices may be employed by the Employer. Such employees shall be governed in their employment relations by rules as set forth in an apprentice plan to be established by the Union and the Employer. Such plan shall conform to Federal and State Laws and when adopted shall become a part of this Agreement and will contain the wage rates for this classification.

ARTICLE 23

SAFETY MEASURES, HEALTH AND SANITATION

Section 1. All work of the Employer shall be performed under mutually approved safety conditions which must conform to State and Federal safety regulations. All toilet rooms, wash rooms and locker rooms shall be maintained in a clean, dry and sanitary condition, properly lighted, heated and ventilated. Pure and properly cooled drinking water shall be furnished employees at all times.

Section 2. Employees shall comply with the Employer's rules regarding safe work practices and the proper use of safety equipment, subject to discipline up to and including discharge for non-compliance in accordance with established company work rules. Prior to starting any work which might present a safety hazard, the employee shall coordinate with the Employer to determine the appropriate safety procedures to be followed.

Section 3. It is agreed that the recommendations of the National Committee on Radiation Protection and Measurement will govern all exposure of personnel covered by the Agreement to ionizing radiation, including x-ray.

Section 4. Any refusal of an employee to perform work based upon concerns over safety shall not be grounds for disciplinary action if objective evidence exists which supports the employee's concern. Failure to perform work by any employee without objective evidence substantiating a safety concern shall be grounds for discipline up to and including termination.

ARTICLE 24

MEDICAL TREATMENT AND EXAMINATIONS

Section 1. If an employee is injured while on duty, resulting in loss of time and is under the care of a doctor, the employee shall be paid his full day's pay at his regular rate

for the day(s) on which the injury occurred. The employee shall also be paid, limited to five (5) days in a contract year, for time lost due to such injury.

Section 2. Employees unable to work due to industrial injury or illness and under the care of a doctor and qualifying for compensable benefits shall be advanced at the employee's request a maximum of two hundred ($200.00) dollars per week. Weekly payments shall begin with the compensation coverage of the Employer. The employee will reimburse Moon Fabricating Corporation for all monies loaned to the employee under this plan immediately upon receipt of compensation payment.

ARTICLE 25

BENEFIT PLANS

Section 1. Subject to the conditions set forth in this Article, the Employer agrees to make available for eligible employees medical, dental, vision and life insurance benefits under Anthem effective March 1, 2004 and/or The Guardian effective December 1, 2007.

The Company also agrees to maintain Employee Weekly Disability Income Insurance providing a weekly benefit of $300 for a maximum of twenty-six (26) Weeks. (The Guardian)
Term Life Insurance -- $15,000
Accidental Death & Dismemberment Insurance -- $15,000
Term Life Insurance - $5,000 for the Employee's Spouse and $2,500 for all Dependents

The Company will distribute to each covered employee a summarized copy of the benefit plans along with a certificate of coverage.

Section 2. The total premium rates for coverage under the Plan effective July 1, 2008,(July 18,2008) are as follows:

		Single	Family
Medical	(Anthem)	$481.09	$1,395.15
Dental	(The Guardian)	$ 30.61	$ 96.20
Vision	(Anthem)	$ 1.42	$ 4.11

During the first year of this Agreement, employees desiring coverage under the Plan shall contribute the following amounts weekly by payroll deduction:

Employee Co-Pay
Single - $ 52.75 Per Week
Family - $144.99 Per Week

The Employer agrees to reduce the Employee Co-Pay by the amount of $13.25 monthly ($3.06 weekly) for employees hired before June 20, 1985.

Any subsequent increase in premium costs for coverage under the Plan shall be shared equally (50/50) by the Employer and the participating employee.

Section 3. Employees with less than one (1) year of service shall be allowed to participate in the Plan subject to any waiting period of the Plan, but the employee shall pay the full cost of coverage prior to the end of the month of the first anniversary of the employee's date of hire. The Employer is not liable to any employee for any refusal of coverage or denial of claims by the Plan.

Section 4. A. Employees who are not working because of involuntary layoff, non-industrial accident or sickness shall be allowed to remain in the Plan for a period of six (6) months from the date last work was performed. During this period of time the Employer will pay the premium costs for the first two (2) months. The employee(s) will be allowed to remain in the Plan provided the employee(s) is willing to pay the remaining four (4) months premium costs during this period or until he returns to work. For administration purposes, it will be required by the Company that the employee submit a check or money order payable to the insurance carrier, for the amount of the monthly premium cost to the payroll office on or before the tenth of each month. If the employee does not pay the premium as stated herein, he will be dropped from the Plan without further notice.

B. Coverage under the Plan for employees who are not working because of work-incurred injury will be continued at the Employer's expense for a period not to exceed six (6) months. Any employee who returns from a work-incurred injury leave of more than two (2) months duration must work a minimum of six (6) months before being again entitled to the benefits of this Section 4(b).

Section 5. The Company agrees to continue in effect for employees a disability benefit of $300 per week up to a maximum of twenty-six (26) weeks for proven disability which renders the employee unable to perform available work at the Company.

ARTICLE 26

FIELD CONSTRUCTION WORK

Section 1. All field construction work including erection, repair, dismantling, reconversion, rigging, field fabrication, assembling, unloading and handling of all work and/or materials coming under the trade claims and jurisdiction of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers shall be done in accordance with the wages and conditions established by

the local of the International which has jurisdiction over the area in which the work is to be performed.

ARTICLE 27

NATIONAL PENSION TRUST

Section 1. Tier 1:
For all employees who have obtained at least five (5) years of seniority as of July 18, 2008, the Company shall pay into the Boilermaker-Blacksmith National Pension Trust the sum of one dollar ($1.00) per hour effective July 18, 2008 for each hour worked for the Company by all of the employees who are covered by this Agreement. This amount shall be increased $0.05 effective July 18, 2009 to ($1.05), and $0.10 effective July 18, 2010 to ($1.15). The Company agrees to and shall be bound by all provisions to the said Pension Trust.

Tier 2:
For all employees covered by this agreement with less than five (5) years seniority as of July 18, 2008, the Company shall pay into the Boilermaker-Blacksmith National Pension Trust the sum of thirty cents ($0.30) per hour effective July 18, 2008 for each hour worked for the Company by all of the employees who are covered by this agreement. This amount shall be increased $0.05 effective July 18, 2009 to ($0.35) and $0.10 effective July 18, 2010. to ($0.45) The Company agrees to and shall be bound by all provisions to the said Pension Trust.

As an option the Union and Company agreed that effective July 18, 2005 through July 17, 2008 it is understood that in lieu of full pension benefits, Tier 2 employees received twenty-five cents ($0.25) paid into the Boilermaker-Blacksmith National Pension Trust by the Company with an additional sixty-five cents ($0.65) applied to their hourly wage rate. Effective July 18, 2008 the aforementioned sixty-five cent ($0.65) hourly wage rate increase shall apply in addition to present and future negotiated Tier 2 pension contribution rates.

Section 2. Except for Article 10 Section 3, Rubber Liners on field assignment will receive an additional thirty-five cents ($0.35) per hour paid into their pension effective July 18, 2008 in accordance with or in addition to the pension amounts referenced in Section 1. This amount shall be increased $0.05 effective July 18, 2009 to ($0.40) and $0.10 effective July 18, 2010 to ($0.50)

ARTICLE 28

WORK ATTIRE AND TOOL REPLACEMENT

Section 1. Each employee covered by this Agreement who has attained seniority status in accordance with Article 10, will be reimbursed by the Company, each year, in the following amounts:

A. Eighty-five dollars ($85.00) annually payable to each eligible employee only in the month of May in the amount of forty-two dollars and fifty cents ($42.50) and only in the month of November in the amount of forty-two dollars and fifty cents ($42.50).

B. Employees will wear presentable uniforms in order to present a suitable appearance beneficial to the employees and Employer. Nine (9) navy blue shirts to be furnished by the employer. Employee will be responsible for care and replacement if shirts are damaged except for normal wear.

C. One Hundred Dollars ($100.00) annually payable to each eligible employee to supplement the purchase of safety shoes upon presentation of receipt.

D. Eligible employees will receive one (1) pair of welding gloves per year furnished from Moon stock.

E. Employees shall be responsible for having the following tools. These tools will be purchased by the employee. Tools which are damaged due to carelessness or are lost on the job will be replaced at the employee's expense. Moon Fabricating will also furnish, at no cost, fillers for measuring tapes if fillers are broken or worn out. Limit two (2) per year per employee.

FABRICATORS	LINERS
Hammer	Chalk Line
Combination Square	Tape Measure
Small Level	Stitcher
Chalk Line	Roller
Crescent Wrench 10"	Crescent Wrench 10"
Tape Measure	Channel Lock Pliers or vise grips
Center Punch	Combination Square
Chipping Hammer	Screw Driver
Wire Brush	Hammer
Channel Lock Pliers or Vise Grips	
Welding Helmet	
Burning Goggles	
Tip Cleaners	
Torch Striker	
Socket Set	
Halogen Light	

F. In the event the employee does not have the opportunity to work the required number of hours as outlined in Article 15, Section 2, subsections (a) and (b), he shall receive a pro-rata share of the amounts specified.

ARTICLE 29

AGREEMENT QUALIFICATIONS

Section 1. It is not the intent of either party hereto to violate any laws or any rulings or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree, that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

ARTICLE 30

DURATION AND RENEWAL OF AGREEMENT

Section 1. Until such time as a new Agreement has been consummated, all terms and conditions of this Agreement shall remain in full force and effect and the terms of the new Agreement shall be retroactive to the beginning of the contract.

Section 2. This Agreement shall become effective July 18, 2008, and shall remain in full force and effect until midnight July 17, 2011, inclusive, except as hereinafter provided, and from year to year thereafter unless either party shall at least sixty (60) days prior to any anniversary date thereof notify the other party to this Agreement of a desire to modify or terminate this Agreement. In the event such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice. Should an understanding not be reached within thirty (30) days after such notice was filed, the Federal Mediation and Conciliation Service will be so notified in accordance with the provisions of the National Labor Relations Act.

[Intentionally Left Blank]

In witness whereof the parties hereto have executed this Agreement as set forth below:

FOR THE EMPLOYER

MOON FABRICATING CORPORATION
700 WEST MORGAN STREET
KOKOMO, INDIANA 46903-0567

President
TITLE

July 17, 2008
DATE

FOR THE INTERNATIONAL

BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS AND ITS LOCAL LODGE 374

BUSINESS MANAGER, LOCAL 374

BUSINESS MANAGER, NTL

DIRECTOR-NTD

Mark Vandiver
ASSISTANT DIRECTOR-NTD

COMMITTEE

COMMITTEE

COMMITTEE

Articles of Agreement Revisions Mutually Agreed Upon Between Moon Fabricating Corporation, the International Brotherhood of Boilermakers and (NTL) National Transient Lodge

At Negotiations Held At
Kokomo Courtyard, 411 Kentucky Drive, Kokomo, IN 46902
(July 9-11, 2008)

Contract ratified July 15, 2008 by a vote of 23 in favor and 9 against and certified by the negotiating committee comprised of James Mercer, Rene McNally, Paul Wyatt, and Randall R. Homme Jr.

1) Put together a side letter not included in the Agreement transferring negotiation and administration of the Agreement from the National Transient Lodge (NTL) to Boilermaker Local 374. Remove all reference to the National Transient Lodge (NTL) from the Agreement and revise to Boilermaker Local 374.

2) Article 2 Section 1, Subsection A
Revise probationary period from 180 days to 120 days.

3) Article 2 Section 1 Subsection B
Revise probationary period from 180 days to 120 days

4) Article 3 Section 1
Across the board per hour wage increases above employees current wage rates as indicated below:

Effective 7-18-08	$0.40 per hour wage increase
Effective 7-18-09	$0.10 per hour wage increase
Effective 7-18-10	$0.10 per hour wage increase

5) Article 3 Section 3
Revise pay rates to reflect the following increases above the current rate of $2.75

Effective July 18, 2008	$0.15 per hour increase
Effective July 18, 2009	$0.15 per hour increase

6) Article 3 Section 3 Subsection A
Revise per diem effective July 18, 2008 from $55.00 to $62.00.

Add a paragraph to read "Any employee placed in non-pay status and required to stay overnight will receive per diem in the amount of $80.00 per day for Saturday and $62.00 per day for Sunday"

7) Article 3 Section 3 Subsection B
Meal allowances effective July 18, 2008 will be revised as follows
$9.00 for breakfast – if required to start the job at 7:30 a.m. or earlier
$12.00 for lunch
$18.00 for dinner after ten (10) hours on the job

Revise per diem for one man liner jobs from $75 per day to $80 per day for hotel and meal expenses.

8) Article 3 Section 3 Subsection D
Remove Article 3 Section 3 Subsection D from the agreement in its entirety.

9) Article 4 (third sentence)
Revise "...the Union Representative of the Union." to "...the Representative of the Union."

10) Article 6 Section 1
Revise Decoration Day to Memorial Day.

11) Article 6 Section 2
Revise Decoration Day to Memorial Day
Revise 180 days to 120 days.

12) Article 10 Section 1
Revise 180 days to 120 days.

13) Article 10 Section 2
Revise as follows:
Add "During the week Saturday, Sunday and Holiday overtime to be worked shall be assigned to the employee(s) who performed the task during the regular shift. Should the employee(s) decline to perform overtime work, then the most senior employee(s) within the classification shall be contacted until the job is filled. Under these circumstances the Company will consider the most senior employee(s) whenever practicable."

Delete "Overtime work to be performed Saturday, Sunday and holidays shall be assigned to the most senior employee(s) within the classification and ability to perform the required work with the following exception: Employees performing most of the painting, sandblasting or truck driving during the week will be entitled to overtime work (painting, sandblasting or truck driving) Saturdays and Sundays."

Add "If an employee fails to work his/her regular scheduled 40 hours per regularly scheduled work week due to tardiness or absenteeism, they may not be eligible to work Saturday, Sunday or Holiday overtime. This applies to shop or field."

14) Article 14 Section 1 Subsection C
Revise "...International Representative..." to "...Union Representative..."

15) Article 16
Revise definition of immediate family to additionally include "biological aunt and uncle".

16) Article 19 Section 1
Revise the first sentence by adding "after contacting the Union representative" at the end of the sentence. Remove the last sentence.

17) Article 20 Section 2
Add a sentence to read "During the meeting when employees are to be disciplined and/or reprimanded the job steward shall be present"

18) Article 25 Section 2
The Company and the Union will jointly research a more compatible and affordable medical plan within 90 days to determine if a lower cost insurance plan is available.

19) Article 27 Section 1
Across the board per hour pension increases for Tier 1 and Tier 2 as indicated below:

Effective 7-18-08	$0.05 per hour wage increase
Effective 7-18-09	$0.05 per hour wage increase
Effective 7-18-10	$0.10 per hour wage increase

Clarify Tier 2 pension benefits and sixty-five cent amount applied to hourly wage rate effective 7-18-05 through 7-17-08.

20) Article 27 Section 2
Per hour pension increases for Rubber Liners on field assignment as indicated below:

Effective 7-18-08	$0.05 per hour wage increase
Effective 7-18-09	$0.05 per hour wage increase
Effective 7-18-10	$0.10 per hour wage increase

21) Article 28 Section 1 Subsection A
Revise from $80.00 to $85.00 and to read "Eighty-five dollars ($85.00) annually payable to each eligible employee only in the month of May in the amount of forty-two dollars and fifty cents ($42.50) and only in the month of November in the amount of forty-two dollars and fifty cents ($42.50)."

22) Article 28 Section 1 Subsection C
Revise the first sentence by adding "upon presentation of receipt" at the end of the sentence.
Remove the last sentence.

23) Article 30
Revise effective dates to indicate a three (3) year agreement.

Moon Fabricating Corporation

International Brotherhood of Boilermakers