

## AGREEMENT

2009-2010

This AGREEMENT is entered into by and between **WITHERUP FABRICATION AND ERECTION, INC.**, Kennerdell, Pennsylvania, its successors or assigns, hereinafter referred to as the "EMPLOYER" and LOCAL LODGE #154, and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS, affiliated with the AFL-CIO, hereinafter referred to as the "UNION."

This agreement is not intended to interfere or limit the Company's inherent right to manage its business operations.

It is agreed that the management of said operations, including the direction and scheduling of the work force, the right to hire and discharge, the right to make reasonable rules of conduct, the direction, management and control of business, and other functions, and responsibilities are vested exclusively in the Company.

- A. In the exercise of its functions of management, the Company shall have the right to plan, direct and control the operation of all its work, hire employees, direct the working forces, assign employees to their jobs, discharge, suspend, or discipline for proper cause (proper causes for discharge include, but are not necessarily limited to, drunkenness, incompetence, laziness, insubordination, habitual tardiness, absenteeism, carelessness, or intentional misuse of equipment), transfer, promote, or demote employees, lay off employees because of lack of work, or for other legitimate reasons, require employees to observe contractors rule and regulations not inconsistent with this agreement, regulate the use of all equipment and other property of the Company, decide the amount of equipment used, the number of men needed, and shall be free to contract work anywhere, provided however that the Company will not use these rights for the purpose of discrimination against any employee.
- B. Unrestricted Output - The Company and the Union recognize the necessity of eliminating restriction and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and that no limitation shall be placed upon the amount of work which an employee shall perform during the working day, nor shall there be any restrictions against the use of any kind of machinery, tools or labor saving devices.
- C. Wage Inducement Programs - The Company reserves the right to set up wage inducement programs with any of the workforce which may be inconsistent with the set wage rate.

Whereas, it is the intent and purpose of the parties hereto to promote, and improve the industrial and economic relations between the Employer, its employees and the Union, and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment.

NOW, THEREFORE, the parties hereto mutual agree as follows:

ARTICLE 1

RECOGNITION AND RELATIONSHIP

Section 1-1

The employer recognizes the Union as the sole and exclusive bargaining agency for all of its hourly paid production and maintenance employees.

Section 1-2

All employees covered by this Agreement shall become and remain members of the Union thirty (30) days after the effective date of this Agreement, and all employees hired hereinafter shall, as a condition of employment, become and remain members of the Union in good standing ninety (90) days after their employment begins; at which time all benefits and rights will be afforded said employee.

Section 1-3

On receipt of written authorization from its employees, the Employer shall deduct from the employee’s wages Union Initiation of Reinstatement Fees and Monthly Dues as follows:

- (a) The Employer will deduct from each new employee the amount of his initiation or reinstatement fee after he has been employed by the Company for a period of ninety (90) days.
- (b) The Employer will deduct each month, in advance, the union dues for the current month - the amount shown on the list furnished to the Employer by the Secretary-Treasurer of Lodge #154.

Section 1-4

Each employee shall receive a copy of the Contract.

ARTICLE 2

SENIORITY

Section 2-1

Seniority and ability will be a factor in determining job assignments.

Seniority is effective from the date of hiring. Seniority shall be one of the two determining factors in lay-off and re-hiring of employees. Section 2-2, paragraphs B, D, F & H is the second determining factory.

Section 2-2

(A) The Committeemen will be the last employees to be laid off and the first employees to be recalled.

- (B) The second employee to be recalled will be the company’s choice from the seniority roster.
- (C) The third employee to be recalled will be picked by seniority.
- (D) The fourth employee to be recalled will be the company’s choice from the seniority roster.
- (E) The fifth employee to be recalled will be chosen by seniority.
- (F) The sixth employee to be recalled will be the company’s choice from the seniority roster.
- (G) The seventh employee to be recalled will be chosen by seniority.
- (H) The eighth employee to be recalled will be the company’s choice from the seniority roster.
- (I) For lay-off purposes, this procedure will be reversed for the last eight employees.
- (J) All other employees to be laid off and recalled by seniority.
- (K) In the event of a layoff, the company will have the right to keep up to 2 maintenance personal.

The first maintenance person will be the maintenance group leader, the 2<sup>nd</sup> maintenance person will be one who is qualified to perform the maintenance work, and will be selected by management and the maintenance group leader.

Section 2-3 An employee who is to be laid off shall receive a notice by word of mouth from the shop manager and written notice posted on the shop bulletin board three (3) working days, prior to lay-off, including date of posting.

Employee on lay-off will be recalled by phone contact. A return to work date will be agreed upon between employee and the Company. Written notice to the Union will follow. If the employee and the Company cannot agree on a recall date, the Company will notify the employee and the Union by Certified Mail as to the required recall date. If the employee fails to report for work within ten (10) calendar days of the recall date, the employee will lose all seniority and employment rights.

If a lay-off notice of less than three (3) days is given, the Employee shall either be provided with work or paid in lieu thereof.

In emergencies, including breakdown, accidents, storms or other uncontrollable causes beyond the control of the Company, the employee will waive the three (3) day lay-off notice.

Section 2-4 (A) For purposes of this Agreement, length of service and seniority are synonymous and means service not interrupted by discharge or termination.

- (B) A length of service and seniority roster shall be maintained by the Company and posted on the Company bulletin board. The seniority list will be a Master Seniority List for employees of the Company at the Oil City Plant & Kennerdell Plant. The Company may assign any employee on the seniority list to work as the Company finds him qualified in his job classification in any place at any time, without affecting this seniority. However, if the assignment is to work in a location away from the plants of the Company which is being operated by the Company on the date of this Agreement, the Employee may decline to accept such assignment unless he is the least senior qualified employee then working. If he is the least senior qualified employee then working, he shall perform his work as assigned in such case.
- (C) New employees shall be considered as probationary employees for a period of ninety (90) days from the date of employment but if and when such probationary Employee has been employed ninety (90) days, he shall become a regular Employee and shall be given seniority credit from the date of employment. During the period of ninety (90) days in which he shall have no length of service, as herein provided, the Employer may suspend or discharge him for any lawful reason whatsoever, and no claim will be made by him or the Union or any of its representatives that the suspension or discharge was improper.
- (D) Seniority shall cease for the following reasons: Justifiable discharge, when an employee quits or when an employee fails to report to work from lay-off in accordance with Section 2-3 of this Article; In the event of a lay-off which continues beyond six (6) months or the length of seniority, whichever is less, for an Employee with less time than one (1) year's length of service, at the time of lay-off; Or when the lay-off continues beyond one (1) year, and less than five (5) years length of service; Or when the lay-off continues beyond two (2) years for an employee with more than five (5) and less than ten (10) years length of services; And when the lay-off continues beyond three (3) years for an employee with more than ten (10) years length of service.

However, when an employee is off on workers compensation due to compensable work related injury, the employee shall retain seniority and recall rights for a period of up to three (3) years from date of lost time due to said injury. Subsequent time off past three (3) year time period, seniority will freeze until employee returns to gainful employment with employer.

(E) When overtime is to be worked, employees will be asked by seniority, with the exception that when a job is worked over at the end of the regular shift on a regular work day at which time the employee on the job shall work the overtime. Regular work day or shift is to be determined to be Monday through Friday. All Saturday and Sunday work will be held to seniority. Seniority for the purpose of overtime is as modified in Section 2-2 of the Article. The work force will be divided into four groups. Groups will be assigned weeks on a rotating basis. In the event sufficient volunteers are not available to work overtime, the group assigned for the week will be required to work.

Section 2-5 The Company and Union will select all group leader classifications by seniority and qualification.

Section 2-6 An employee promoted to any position outside the bargaining unit shall retain all seniority accumulated up to the time of such promotion, but after ninety (90) days will not accumulate additional seniority while outside the bargaining unit. The rank of foreman is not considered to be part of the bargaining unit.

ARTICLE 3 HOURS AND OVERTIME

Section 3-1 The regular work week shall consist of five (5) days of eight (8) hours, Monday through Friday.

Section 3-2 All shop work in excess of eight (8) hours in any one day, or forty (40) hours in any one week shall be paid for at the rate of time and one-half the regular hourly rate; holiday and/or vacation pay will not count as hours worked; all work performed on Sunday shall be paid at the rate of two times the regular hourly rate; and all holidays worked shall be paid at three times the regular hourly rate. The following will be considered as standard working shifts:

(A)- First shift - 7:00 a.m. to 3:30 p.m.

If more than one shift is required:

(B) - First shift - 7:00 a.m. to 3:30 p.m.

(C) - Second shift - 3:00 p.m. to 11:15 p.m.

(D)- Third shift - 11:00 p.m. to 7:15 a.m.

Shift differential is to be paid as follows:

(A) - Second shift - \$ 4.00 per day extra

(B) - Third shift - \$ 4.00 per day extra

Modifications to the above hours can be made by agreement between the Company and the union .

The Company reserves the right to choose the first three employees to work on any shift. Seniority

and qualifications will prevail for additional employees for each shift.

Section 3-3 Double time shall be paid for all shop work in excess of twelve (12) hours in a twenty-four (24) hour period.

Section 3-4 All field contract erection, rigging, field fabrication, assembling and dismantling, and all repair work coming under the trade claims of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers of America, shall be paid for and performed in accordance with the wages and working conditions established in the area where the work is performed. No man will be compelled to go to the field work. Each man may work thirty-six (36) consecutive weeks in any one Contractual Year in the field and still retain his shop seniority.

Section 3-5 Overtime payments 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 for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under any other provisions.

Section 3-6 Employees reporting for work on orders from the Employer who find there is no work available which they are qualified to do, will be paid four (4) hours pay at their regular rate unless previously notified by the Employer not to report to work at least twelve (12) hours prior to their regular starting time.

Section 3-7 An employee reporting for work in accordance with the provisions of Section 3-6 of the Article may be assigned by the Company to other work for which he is qualified in the event that his regular job is not available. If the employee refuses such assignment, he shall not receive the four (4) hours reporting time.

Section 3-8 It is agreed that the recognized Holidays, not worked, shall not be considered as days worked in computing overtime.

ARTICLE 4

PAID HOLIDAYS

Section 4-1 It is agreed that the employer will pay to each employee the sum of eight (8) times his straight time hourly rate for each of the following unworked Holidays, subject to the eligibility provision as listed in Section 4-3 of this Article:

- Independence Day
- Labor Day
- Thanksgiving Day and following Friday
- Christmas Day
- Memorial Day
- New Years Day
- Good Friday
- First Day of Buck Season

For employees with more than three (3) years seniority, an additional day of the employee's choice will be considered a paid Holiday subject to the provisions as listed in Section 4-3 of this Article.

Section 4-3 The employee must have ninety (90) days of seniority as of the date of the Holiday, and must have worked the last scheduled work day prior, and the first scheduled work day after the Holiday. However, if a shop employee elects to work in the field, and does not work the day before or the day after the Holiday in the shop, the employee must work at least 75% of his time in the month preceding the month the holiday falls, in the shop.

A Holiday falling on Sunday will be celebrated on the following Monday and a Holiday falling on a Saturday will be celebrated on the Friday before.

Employees with more than three (3) years but less than ten (10) years of seniority must work a minimum of twelve hundred (1200) hours in the previous twelve (12) months to qualify for the paid Holiday of the employee's choice. For employees with ten (10) years or more of seniority, a minimum of eight hundred (800) hours must be worked.

ARTICLE 5 ADJUSTMENT OF DISPUTES

Section 5-1 Should any difference arise between the Employer and the Union as to the intent and application of the provisions of this agreement, there shall be no interruption or impeding of the work, work stoppages, strikes or lockouts on account of such difference, but an earnest effort will be made to settle such differences promptly in the following manner:

Step 1 Between the aggrieved employee, or at the option of the employee, a member of the Committee, and the plant Manager.

Step 2 If the grievance is not adjusted satisfactorily in Step 1, then the grievance shall be reduced to writing, dated and signed by the employee and a member of the shop committee. The grievance shall then be taken up between the shop committee and/or Representative of the Union, and the Works Manager or other Company Officials, at a meeting to be held within ten (10) days after the decision rendered in Step 1. Two (2) copies of the written grievance shall be given by the shop committee to the Works Manager at least five (5) days prior to said meeting. The Company Representative will notify the Union in writing of its disposition within five (5) days after the meeting in which it is discussed.

Section 5-2 In the event the grievance is not settled through the foregoing steps, either party may request the services of the Bureau of Mediation, Pennsylvania Department of Labor and Industry.

Section 5-3 In the event the grievance remains unsettled, either party may carry the matter to arbitration. The party initiating the arbitration shall notify the party of its intent, in writing, and shall also request the Bureau of Federal Mediation to supply each of the parties with an identical list of arbitrators, from the list submitted, but if they are unable to agree upon the selection, they shall request the Director of the Bureau of Federal Mediation to appoint an Arbitrator. The Arbitrator shall have no authority to add to, detract from or alter in any way, any of the provisions of this Agreement.

Section 5-4 The grievance procedure shall be available to the Company as well as to the employees. When a complaint originates with the Company, it shall follow the same steps as a complaint originating

with the employees, the only difference being that the position of the parties in each step of the grievance shall be reversed.

ARTICLE 6

SHOP COMMITTEE

Section 6-1 The importance of the Union maintaining, at all times, a Shop Committee consisting of qualified employees of the Company familiar with plant conditions is recognized.

Section 6-2 The Committee shall consist of not less than two or more than three employees. These employees shall be paid at their regular rates for regular working hours lost in grievance conferences pursuant to Article 5 of this Agreement.

Section 6-3 The Committee shall act in the capacity of a grievance committee and a bargaining committee, and the names of the committee members shall be posted on the Union bulletin board in the shop, by the Union, from time to time as the occasion warrants. A Shop Steward will be retained on day shift for representational purposes.

Section 6-4 The Employer agrees to furnish an appropriate bulletin board for use by the Union.

Section 6-5 For the determination of wage increases for newly hired employees the Committee shall consist of the Union Steward, Group Leaders, Shop Foreman of the designated location and Company Management. These members shall have equal votes in the determination of wage increases. This Committee shall decide wage increases as defined in Article 8 Section 8-2.

ARTICLE 7

SAFETY AND HEALTH

Section 7-1 All work of the Employer shall be performed under mutually approved safety conditions which must conform to State and Federal safety regulations that apply, and all toilet rooms, wash rooms, and locker rooms shall be maintained in a clean, dry and sanitary condition, properly lighted, heated, and ventilated.

ARTICLE 8

WAGES

Section 8-1 The Employer agrees to pay its employees and the Union agrees to accept the wage scales for the various classifications as follows:

Mechanic 1 <sup>st</sup> Class	\$ 17.35
Mechanic 2 <sup>nd</sup> Class	13.17
Helper	10.98

The wage scales contained in this Article are considered minimum scales and shall neither prevent nor require the payment of higher rates to any employee at the discretion of the Company. Beginning January 1, 2009, wages will increase \$.75/hr. through December 31, 2009. Beginning January 1, 2010,

wages will increase \$.50/hr. through December 31, 2010.

Section 8-2 New, inexperienced employees will start at minimum wage. At the end of the ninety (90) day probationary period, the employee will advance to a minimum of \$ 6.00 per hour. At the beginning of the following quarter, the employee will advance \$.50 (fifty cents) per hour every six (6) months to Helpers rate. Helpers will advance \$.25 (twenty-five cents) per hour every six (6) months to Mechanic 2<sup>nd</sup> Class rate. Mechanic 2<sup>nd</sup> Class will advance to Mechanic 1<sup>st</sup> Class on approval of management and shop committee. However, if employee is performing the job adequately at the end of six (6) month period in Mechanic 2<sup>nd</sup> Class position, their rate will increase by \$.80 (eighty cents) per hour. A Mechanic 1<sup>st</sup> Class upon reaching 15 years of service will receive a \$1.00/hr. on a onetime only basis.

Any Student hired under a subsidized Vo-Tech or Government Training Program will be paid in accordance with the guidelines for such programs and will not be covered by this contract.

Section 8-3 The Employer will deposit \$ 2.40 per hour monthly into the employee's pension plan.

Section 8-4 The Employer will furnish to each employee one pair of gloves whenever needed, in accordance with shop policy and approved by the shop foreman. Brookville Flame Master Gloves will be furnished as long as available to purchase on the market.

Section 8-5 The Employer will pay the following benefits for employees with more than one (1) year seniority:

- Up to \$75.00/year for prescription safety glasses or eye exam
- Up to \$200.00/year for safety and work gear. It is understood that employees must have a receipt and make every possible attempt to make this purchase one time per year.

ARTICLE 9

VACATIONS

Section 9-1 The Company will grant yearly vacations with pay according to the following rules and schedules:

Section 9-2 Vacation schedules will be from January 1<sup>st</sup> to December 31<sup>st</sup>. Highest seniority will have the first changes if more men request vacation than the Company can allow to leave. The employer will implement a vacation policy, which will require the employees to select when they will take one-half of their allotted vacation. The Company will also continue the practice of buying back up to one-half of an employees un-used vacation time. Employees will be permitted, with proper notification to the Company, to take their allotted vacation (in not less than two (2) hour increments at any given time).

Section 9-3 Employees vacations will be based on the anniversary date of their seniority.

Section 9-4 A week of vacation shall consist of five (5) consecutive days, total vacation hours shall be forty (40) hours for one week, eighty (80) hours for two weeks, etc., to be paid at the employee's regular hour rate as of January 1<sup>st</sup> of that year.

Section 9-5 An employee continuously in the service of the Company within the meaning of this article shall be construed to mean an employee who has worked a minimum of twelve hundred (1200) hours in the

twelve (12) months preceding January 1<sup>st</sup> of the preceding year. A minimum of eight hundred (800) hours will be used for employees with more than ten (10) years seniority.

Section 9-6 Vacations will be granted, as far as possible, in accordance with the requests of the employees, but the Company may allot vacations in such a manner as to insure orderly operation and adequate and continuous service to its customers, and maintenance of the plant.

Section 9-7 All employees must take their allotted vacation days between January 1<sup>st</sup> and December 31<sup>st</sup> of the current year or forfeit all vacation compensation and unused days. Vacation year is from January 1<sup>st</sup> to December 31<sup>st</sup>. In the case of a laid-off employee, vacation allowance will be determined as follows:

Section 9-8 If an employee has not obtained twelve hundred (1200) shop hours of credit in the current vacation year towards his vacation, then he shall receive his vacation compensation based upon the following schedule: For every one hundred (100) shop hours worked, the employee will be entitled to one day of vacation [NOTE: a minimum of eight hundred (800) shop hours will be used for employees with more than ten (10) years seniority].

- For example: 100 hours of work - 1 day vacation
- 200 hours of work - 2 days vacation
- 300 hours of work - 3 days vacation

and so on, up to the point of twelve hundred (1200) shop hours being the break point for receiving full vacation compensation.

Section 9-9 All employees will earn their vacation time according to the following schedule:

Length of Service as of January 1, 1998:

Amount of Vacation:

- PD - Personal Day

1 Year	1 Week
2 Years	1 Week & 1 Day
3 Years	1 Week & 2 Days & 1 PD
4 Years	1 Week & 3 Days & 1 PD
5 Years	2 Weeks & 1 PD
6 Years	2 Weeks & 1 Day & 1 PD
7 Years	2 Weeks & 2 Days & 1 PD
8 Years	2 Weeks & 3 Days & 1 PD
9 Years	2 Weeks & 4 Days & 1 PD
10 Years	3 Weeks & 1 PD
11 Years	3 Weeks & 1 Day & 1 PD
12 Years	3 Weeks & 2 Days & 1 PD
13 Years	3 Weeks & 3 Days & 1 PD
14 Years	3 Weeks & 4 Days & 1 PD
15 Years	4 Weeks & 1 PD

ARTICLE 10

GROUP INSURANCE PROGRAM

Section 10-1 For all employees with three (3) months or more seniority, who desire to be covered by this group insurance program, the Company will acquire hospitalization insurance. Life insurance will be acquired from Provident Life Insurance Company or equal. The union and the Company will promote the idea of single source coverage for those employees with working spouses. For those employees hired after October 1, 1999, this package is available to them at their own expense until they have achieved three (3) months seniority. The company will pay the deductible for each employee covered under Highmark PPO Blue Health Insurance.

Section 10-2 The following are the hospitalization and life insurance benefits payable to the employee under the jurisdiction of the Agreement.

Highmark PPO Blue

***Additional Benefits***

1. Life Insurance (\$ 20,000.00)
2. Accidental death or dismemberment (\$ 20,000.00)
3. Weekly Indemnity Insurance (66-2/3% of wages, not to exceed \$300.00/week).

The above are minimum requirements for insurance, required by contract. Current life insurance is \$20,000. Current medical coverage is through Highmark PPO Blue. Copy attached.

Section 10-3 The Company will pay the premiums for Life insurance, AD & D insurance and Disability Insurance for the term of this agreement. Should the premiums increase to an unacceptable level, the Company or Union can request that the Company and the Union jointly negotiate with the insurance company to acquire a less expensive benefit package.

Section 10-4 The Company will notify the Union of any notice in cost of premium increases or decreases as soon as the changes are received.

Section 10-5 When an employee is out of work on a compensable injury, their health insurance premium will be paid by the employer for a period of up to eighteen (18) months or the length of lost time due to injury, whichever comes first. Should the lost time continue beyond the eighteen (18) month period, the employee may then elect COBRA coverage and be so notified of same by the employer.

Section 10-6 Employees to pay \$12.00 per week of their health insurance rates per Highmark PPO Blue.

**ARTICLE 11 BEREAVEMENT PAY**

Section 11-1 In the event of the death of a member of the employee's immediate family (parents, parents-in-law, spouse, child, brother or sister), the Company will pay the employee's lost time at his regular hourly rate, beginning with the date of death until the date of the funeral, lost time to be considered on a regular working week, Monday through Friday (not to exceed four (4) days).

Section 11-2 With the following intent: When a death occurs among our shop employees with one (1) year of seniority or more, the surviving beneficiary will receive from the company a check for six (6) consecutive weeks, beginning with the date of the death, in the amount of 40 X the individual's hourly

rate.

ARTICLE 12 NOTICE OF CHANGE

Section 12-1 The Union will submit written proposals to the Company ninety (90) days prior to the expiration of this agreement. Also, the Company will submit proposals in writing seventy-five (75) days prior to the expiration of this agreement.

Section 12-2 The Company will furnish a Contract to each Company employee (who is a Union member) within thirty (30) days after the signing and approval of Contract.

Section 12-3 The Company agrees to send the Union prompt notice of all hirings and terminations.

ARTICLE 13 EFFECTIVE DATE AND TERMINATION

This agreement supersedes all prior Agreements and Supplemental Agreements, and shall be effective for the period commencing January 1, 2009 and for the continuous period thereafter, unless either party shall at least ninety (90) days prior to the expiration date, December 31, 2010, or any anniversary thereafter, notify, in writing, of its desire to amend or terminate this Agreement. In the event a new contract is not signed by December 31, 2010, this contract will remain in effect until March 31, 2011. Subsequent contract will be retroactive to January 1, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year here written: \_\_\_\_\_.

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS  
BLACKSMITHS, FORGERS AND HELPERS  
LOCAL LODGE #154, AFL-CIO

WITHERUP FABRICATION AND  
ERECTION, INC.  
KENNERDELL, PENNSYLVANIA

\_\_\_\_\_  
Martin R. Stanton II  
International Representative

\_\_\_\_\_  
Kevin L. Witherup  
President

\_\_\_\_\_  
Christopher J. Stearns  
Shop Committeeman, Lodge 154

\_\_\_\_\_  
Vincent L. Witherup  
Attest

\_\_\_\_\_  
Kenneth J. Tasker  
Shop Committeeman, Lodge 154

**EXHIBIT A**

***Classification and Job Descriptions***

Mechanic - 1<sup>st</sup> Class Mechanics work shall consist of lay-out, flanging, bending all angles, channels, I-beams, and T-bars, all fitting up, riveting, shipping, caulking, putting in expanding and beading tubes, cutting out and applying all forms of patches. They shall operate all machines, cutting torches, rolls, punches, shears, all pneumatic tools, hydraulic riveting and flanging material in the shop, all painting and loading of materials and products in the shop. (Minimum Supervision)

Mechanic - 2<sup>nd</sup> Class 2<sup>nd</sup> Class Mechanics shall perform all 1<sup>st</sup> Class Mechanic jobs as listed. (Supervision)

Helpers (General) Assists classified employees in their duties. Move and handle materials, unload cars, trucks, dig ditches, shovel snow, and such other miscellaneous work as directed.

**MEMORANDUM OF UNDERSTANDING**

In the event of layoff or retirement, the company will cover the employee with health insurance from the

date of layoff or retirement to the end of the current month plus one additional month.

Employees called back from layoff will be added to the health insurance at the beginning of the next month.

The parties agree to the above understanding by their signature affixed here to:

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

This letter of understanding dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, is by and between: Witherup Fabrication and Erection, Inc. (Employer), and International Brotherhood of Boilermakers Local Lodge 154 (Union), and sets forth an agreement between the parties relative to any profit realized by the above named employer for fiscal year 2009 & 2010, that shall in turn be shared by the Union Employees.

Witherup offers a one time lump sum payment to each employee equal to forty-five (.45) cents per hour for each shop hour work if Witherup realizes a 3% net profit, as defined by its' certified financial statement at the end of fiscal year 2009 & 2010.

If Witherup does not reach a 3% net profit, the offer would go back to thirty (30) cents per hour for each shop hour worked if Witherup has a 1% net profit.

The parties agree to the above understanding by their signature affixed here to:

FOR THE COMPANY

FOR THE UNION

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