

ARTICLES OF AGREEMENT

Between

MIDWEST ENERGY MAINTENANCE, CO. LLC

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 83

ARTICLES OF AGREEMENT

Between

MIDWEST ENERGY MAINTENANCE, CO. L.L.C.
(Hereinafter referred to as the "Company")

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 83
(Hereinafter referred to as the "Union")

ARTICLE I. RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole collective bargaining agency in regard to wages, hours and working conditions for all of its production and maintenance employees, excluding office clerical employees and supervisory employees and other employees doing work not covered under Boilermaker jurisdiction as defined in the National Labor Relations Act as amended.

Section 2. The right of employees to join or not to join or to resign from the Union is recognized by each of the parties, and the Company and the Union both for itself and on behalf of its members, agree that this right shall not be interfered with in any manner.

ARTICLE II. HOURS OF WORK

Section 1. Eight (8) hours shall constitute a normal day's work and forty (40) hours shall constitute a normal week's work.

Section 2. All hours worked in excess of eight (8) hours in a work day and forty (40) hours in a regular work week, Monday through Friday, shall be paid at the rate of time and one-half (1-1/2) the regular rate, also all hours worked on Saturday.

Section 3. a) Should an employee be required by the company to report for work and not given work, he shall receive two (2) hours pay at the applicable rate.

b) Any employee starting to work or called to work after starting time, Monday through Sunday, shall receive, at the applicable rate, 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 eight (8) hours pay.

c) The foregoing requirements shall not be applicable by reason of strikes, riots, accidents, floods, power breakdown or other causes beyond the Company's control.

d) When an employee is called out for work outside of his regularly scheduled working hours, after leaving the job, he shall be compensated for actual time worked at one and one-half (1-1/2) times his regular rate of pay, but shall receive a minimum amount of at least two (2) hours straight time pay regardless of the amount of time actually worked, but the premium pay herein provided shall not be pyramided on weekly overtime premium work.

ARTICLE III. HOLIDAYS, HOLIDAY PAY

Section 1. The following shall be considered Holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

If any of the listed Holidays fall on Saturday or Sunday, the nearest working day will be observed as the Holiday.

Section 2. Time worked on the above designated Holidays and Sundays shall be paid at the rate of double (2) time if called in to work by the Company.

ARTICLE IV. WAGE SCALES

Section 1. The Company agrees to pay the employees covered by this Agreement the wage scales set forth for the various classifications in Section 2.

Section 2. Hourly Rates of Pay

Boilermaker Foreman - \$1.00 above Boilermaker wage rate.

Boilermaker - Effective 1/1/2008 - 80% of journeyman rate as determined in the Missouri River Basin Articles of Agreement.

Effective 1/1/2009 - 80% of journeyman rate as determined in the Missouri River Basin Articles of Agreement.

Effective 1/1/2010 - 80% of journeyman rate as determined in the Missouri River Basin Articles of Agreement.

On every job of two (2) or more days duration outside the Omaha area, where two (2) or more men are assigned, a Foreman shall be designated and the Foreman so designated shall receive one dollar (\$1.00) per hour over the Boilermaker wage rate. The Company may pay a rate of fifty-cents (\$.50) per hour under the applicable rates for the first sixty (60) days of employment (not applicable to apprentice rates).

BOILERMAKER TRAINEE:

1st six months	60% of Boilermaker wage rate
2nd six months	65% of Boilermaker wage rate
3rd six months	70% of Boilermaker wage rate
4th six months	75% of Boilermaker wage rate
5th six months	80% of Boilermaker wage rate
6th six months	85% of Boilermaker wage rate
7th six months	90% of Boilermaker wage rate
8th six months	95% of Boilermaker wage rate

No one working on Boilermaker work shall be paid less than 60% of the Boilermaker wage rate, with the exception of new hires.

Section 3. The Missouri River Basin Agreement will be applicable under the following conditions:

1. On all smokestack work using 10 gauge or heavier steel.
2. On any steam plant where the boiler has a capacity of 34,000 pounds of steam per hour or above.
3. On all new installation work.
4. On any field assembled boiler, excluding cast iron sectional.
5. On any government job where the requirements are listed in connection with the contract with the government.
6. On any power plant where we have previously worked and where the Missouri River rate was paid.
7. All work outside a fifty (50) mile radius of Omaha, Nebraska.

ARTICLE V. PAY DAY

Section 1. Men shall be paid weekly on a designated day at the close of working hours and in no case shall more than three (3) days be held back in any one payroll period.

Section 2. Employees who leave the employment of the Company for any reason shall receive their wages and personal property in full no later than the next pay day.

ARTICLE VI. WELDING TESTS

Section 1. Any welder who is required to take a test as a condition of employment shall be paid for the time required to take the test, provided he passes the test successfully.

ARTICLE VII. TRAVEL TIME, TRANSPORTATION AND SUBSISTENCE

Section 1. On all repair work inside the metropolitan area (refer to radius map included with contract) of the city in which the Company's shop is located, employees shall receive transportation and pay for the time traveling to the job at its beginning and from the job at the completion and such travel pay shall be negotiable between Company and employee involved, but in no case shall it be less than straight time pay. Travel time shall be paid at the overtime rate on weekends and holidays and if called in to work outside of regular shift because of customer emergency.

Section 2. All time spent traveling to and from the job during the regular work day shall be paid for at the straight time rate. The Company shall provide all transportation between the shop and job.

Section 3. When an employee is called to work outside his regular scheduled shift, the employee will be paid for time from the Company's place of business until he returns to the Company's place of business at the applicable overtime rate.

ARTICLE VIII. TRANSPORTATION OF TOOLS, EQUIPMENT, FUEL & MATERIALS

Section 1. The Company shall provide for the transportation of all tools, equipment, fuel and material to all jobs, except tools that can be carried by hand.

Section 2. The employee shall be compensated at the applicable government allowable rate (gas at the employee's expense) if personal vehicles (pick-ups) are requested to haul or tow Company equipment (other than tools that can be carried by hand).

ARTICLE IX. SENIORITY

Section 1. The Company recognizes the principle of seniority in connection with lay-offs and re-employment after lay-offs, to the extent that where, in the judgment of the management, the qualifications of the employees involved to perform the work are substantially the same, the employee having the longer term of continuous service will be given the preference. For the purpose of determining the date of seniority of employees, it is understood that employees' seniority shall date from the commencement of their last continuous service with the Company.

Section 2. Employees shall lose their seniority rights and status as employees of the Company in the following manner:

- a. By voluntarily quitting the job.
- b. Failure to report for work after a lay-off within five (5) working days after the Company mails written notice to the last known post office address of the employee and the Union.
- c. Failure to report for work for three (3) successive days without excuse.
- d. Discharge.

ARTICLE X. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. All grievances involving the interpretation and application of this Agreement that may arise on a job covered by this Agreement shall be handled in the following manner with the understanding that there shall be no suspension of work or strike or lockout.

Section 2. (a) Any such grievance shall be first considered between the aggrieved employee and his Foreman (the Steward shall be present upon employee's request). Grievances shall be submitted within at least ten (10) working days of occurrence.

(b) If the grievance is not settled in step (a), then the Steward and Job Superintendent shall meet to discuss and settle the grievance.

(c) If no settlement is reached in step (a) or (b) above, then the grievance shall be reduced to writing and submitted to the Company's primary supervisor within ten (10) working days of the completion of step (b).

(d) The primary Company Supervisor and a designated Union Representative shall then meet within ten (10) days to meet and settle the grievance.

(e) If the grievance is not settled in steps (a), (b), (c) or (d) above, then either party may submit the grievance to arbitration and request the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators, one of which to be chosen by process of elimination and who will arbitrate the grievance. This arbitrator's decision shall be final and binding on the parties. The expense of the arbitrator shall be borne equally by the Union and the Company.

(f) The arbitrator shall have no authority to add to, subtract from, or in any way change any article of this Agreement.

ARTICLE XI. MANAGEMENT, DISCIPLINE AND DISCHARGE

Section 1. The management of the plant and the direction of the working force, including the right to plan, direct and control plant operation, to hire, suspend, discipline, discharge, transfer or to relieve employees from duty because of lack of work or for other legitimate reasons and to make shop rules for the government of the plant and the right to introduce new production methods or facilities is vested exclusively in the company, provided, however, that such action by the Company does not conflict with the provisions of this Agreement.

Section 2. The Union may, at any time during the life of this contract, call to the attention of the Company any conditions which employees are working that are by the Union considered grossly unhealthy, unsafe or unsanitary. The question as to whether such conditions are grossly unhealthy, unsafe or unsanitary, and the determination as to the correction as the Union may call to the Company's attention, shall be solely within the discretion of the Company but in compliance with the State and Federal laws for the same.

Section 3. Temporary employees may be discharged at the sole discretion of the Company without right of appeal. Regular employees shall be discharged only for just cause. Drunkenness, the use of intoxicating liquors on the job, tardiness, gross insubordination, willful disobedience to any reasonable and proper instructions not in conflict with this Agreement, dishonesty, incompetence, excessive or unreasonable absenteeism, or violation of any of the provisions of this contract shall be grounds for discharge, but the enumeration of these grounds shall not preclude the Company from discharging, suspending, demoting or otherwise disciplining employees for other proper causes. It is

specifically understood that the Company's failure to discipline or discharge an employee for any of the above mentioned acts or for the violation of Company rules or for other conduct meriting discipline or discharge, shall not be considered a waiver of the Company's rights to discipline or discharge such employee for similar future conduct or violations.

ARTICLE XII. MEDICAL TREATMENT AND EXAMINATION

Section 1. Employees required to take time off from their employment during any one working day to secure treatment because of injury or sickness arising out of and in the course of their employment shall receive pay for such time not exceeding the balance of the current day. Exception: If this day would be included in time covered by Workman's Compensation.

ARTICLE XIII. NATIONAL ANNUITY TRUST

The Company shall pay into the National Annuity Trust the sum of four dollars forty-five cents (\$4.45) effective January 1, 2008 for each hour paid by the Company for all employees who are covered by this Agreement. Allocations of future increases will be determined sixty (60) days prior to the succeeding effective dates of the Missouri River Basin Agreement. The Company agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Annuity Trust and all amendments now or hereafter approved by the Board of Trustees.

ARTICLE XIV. NATIONAL PENSION TRUST

The Company shall pay into the Boilermaker-Blacksmith National Pension Trust the sum of five dollars ninety five cents (\$5.95) effective January 1, 2008 for each hour paid by the Company for all employees who are covered by this Agreement. Allocations of future increases will be determined sixty (60) days prior to the succeeding effective dates of the Missouri River Basin Agreement. The Company agrees to and shall be bound by the provisions of the Boilermaker-Blacksmith National Pension Trust.

ARTICLE XV. HEALTH AND WELFARE FUND

Effective January 1, 2008, the Company shall pay into the Boilermakers National Health and Welfare Fund a sum of six dollars eighty-two (\$6.82) per hour for each hour paid for the Company by all employees who are covered by this Agreement. Should additional premiums be required, the cost shall be borne by the

Company or as governed by the Missouri River Basin Agreement. The Company agrees to and shall be bound by the provisions of the Boilermakers National Health and Welfare Fund.

ARTICLE XVI. UNION DUES CHECK-OFF

The Company agrees to make payroll deductions for Union initiation fees and dues for each employee who authorizes, or who have authorized such deductions in the form set forth in Appendix "A" of this Agreement. These deductions shall be made for the then current month of the second pay period of each month and shall be promptly transmitted to the Secretary-Treasurer of Local Lodge No. 83, 5910 E. 86th Street, Kansas City, Missouri 64138.

ARTICLE XVII. AGREEMENT QUALIFICATIONS

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 the Agreement or the parties hereto agree that, in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE XVIII. LIMITATION OF CONTRACT

Section 1. This instrument constitutes the entire contract between the parties hereto, and the Company, the Union and its members will abide by it. Its provisions and the rights of the parties shall in no way be altered by reasons of any by-laws, rules, regulations or customs of the Union. The Company shall not be bound to grant any additional demands which may be made by the Union upon the Company, except to comply with the terms hereof.

Section 2. This Agreement shall become effective January 1, 2008 and shall remain in force and effect until midnight, December 31, 2011 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, in writing, of any proposed changes in this Agreement. In the event such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice, and shall conclude negotiations without delay.


Dated this 25th day of January, 2008.

FOR THE COMPANY:
MIDWEST ENERGY
MAINTENANCE, CO. LLC

FOR THE INTERNATIONAL
BROTHERHOOD OF BOILERMAKERS
IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND
HELPERS, LOCAL NO. 83:



Raymond Otter
Owner/President



Randall W. Cruse
Bus. Manager/Sec.-Treasurer

77-0713945

Federal Tax ID (EIN) Number

APPENDIX "A"

AUTHORIZATION FOR CHECK-OFF FROM WAGES

I hereby authorize _____

(Name of Employer)

to deduct from any wages earned or to be earned by me, as your Employee, and assign to Local Lodge No. 83 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the sum of \$_____ in _____ succeeding calendar weeks, beginning with the week next following hereof, until such weekly deductions shall total the sum of \$_____, in payment of my initiation or reinstatement fees, and thereafter the sum of \$_____ per month in payment of my membership dues, or such amount as may hereafter be established by the Union, in accordance with its' Constitution and By-Laws, and become due to it as my membership dues in said Union, including increases resulting from change in classification.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the current agreement between the Employer and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each for the period of each succeeding applicable agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

Executed this _____ day of _____,
20____.

Employee's Signature

Employee's Clock Number

LETTER OF INTENT

ARTICLE VII

Section 1. On all repair work (inside the 50 mile radius, refer to radius map in contract), employees will receive transportation (Company truck and gas) and pay (travel time) for the time spent traveling to the job at its beginning and from the job at its completion.

The beginning of a job shall mean the start of a job number, the completion of a job shall mean the end of a job number.

ARTICLE VII

Section 2. All time spent traveling to and from the job during the regular established work day shall be paid for at the straight time rate. This means, if, when working inside the fifty (50) mile radius (refer to contract map), an employee needs to return to the shop or is transferred to another job during the regular established shift, they will be paid at the applicable rate of pay.

ARTICLE VII

Section 3. If a situation arises where an employee is called to work outside his regular scheduled shift (for example, an emergency at 2:00 a.m.), the employee shall be paid from the shop until they return at the applicable overtime rate.

ARTICLE VIII

Section 1. It is the intention of this article that the Company shall provide transportation of all tools, equipment, fuel and material to the job site.

It is also the intention of this article to provide transportation for employees to and from the job site.

It is not the intention of this article that employees should be required to load or unload materials (other than small hand tools that are ready to go) without pay.


MIDWEST ENERGY MAINTENANCE

02-01-08
DATE


BOILERMAKERS LOCAL 83

1/29/08
DATE