

A G R E E M E N T

Between

CHANUTE MANUFACTURING COMPANY,  
A UNIT OF OPTIMUS INDUSTRIES, LLC

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIPBUILDERS, BLACKSMITHS, FORGERS  
AND HELPERS, and LOCAL UNION NO. 83

From: November 30, 2009

Ending: November 30, 2012  
Twelve Midnight

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## A G R E E M E N T

THIS AGREEMENT made and entered into as of the 30th day of November, 2006, by and between CHANUTE MANUFACTURING COMPANY, A UNIT OF OPTIMUS CORPORATION, hereinafter referred to as the "Company," and INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS, and LOCAL UNION NO. 83 thereof, hereinafter referred to as the "Union."

### ARTICLE I

#### PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to set forth the wages, hours, and working conditions to be observed between the parties, and by so doing, to promote understanding, harmony and cooperation between the Company, the Union, and the employees.

The Union, therefore, agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of its members; and that it will actively combat any practices which restrict production. The Union further agrees that it will support the Company in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the Company, the employees, the customers and the public.

### ARTICLE II

#### RECOGNITION

The Company recognizes the Union as the sole bargaining agent for all production, inspector, and maintenance employees at the Chanute, Kansas, facility of the Company; but excluding all office clerical employees, salesmen, professional employees, guards and supervisors within the meaning of the Act, and all other employees.

### ARTICLE III

#### NON-DISCRIMINATION

The Company and the Union agree to abide by all valid applicable non-discrimination laws. Any pronoun in reference to the male gender throughout this Agreement shall also include the female gender.

ARTICLE IV

MILITARY CLAUSE

The Company shall grant to any qualified employee leave for service in the armed forces or National Guard according to the requirements of federal and state law.

ARTICLE V

CHECK-OFF

Section 1. Deductions - During the life of this Agreement, the Company agrees to make deductions from the employees' pay checks for lawful Union dues, fees and uniform assessments in accordance with any valid, current authorizations delivered to the Company. The Company shall deduct such dues, fees and assessments from the employees' pay checks, it being understood that the Company will be responsible only for the employees and amounts as listed on the Union billing which is periodically delivered to the Company. Such deductions shall be remitted to the Union by the Company within 15 days after they are withheld from the employees' pay checks.

Section 2. Duration - Such assignment, authorization and direction shall be irrevocable for the period of 1 year, or until the termination of the current agreement between the Company and the Union, whichever occurs sooner; and shall be automatically renewed and shall be irrevocable for successive periods of 1 year each or for the period of each succeeding applicable agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by the employee to the Company and the Union at least 30 days prior to the expiration of each period of 1 year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner. Upon delivery of such notice, the employee's check-off authorization shall terminate at the end of such one year period or the applicable collective agreement between the Company and the Union, whichever occurs sooner.

Section 3. Company Protection - The Union agrees to defend, indemnify and hold harmless the Company from any and all claims, suits, and damages arising out of or in any way connected with action by the Company taken for the purpose of complying with this Article of the Contract, including disposition of such funds after they have been remitted by the Company to the Union.

Section 4. Personnel Changes - The Company will advise the Union weekly of the names and classifications of any employees hired into, laid off, changed in classification, or terminated from the bargaining unit.

## ARTICLE VI

### BULLETIN BOARDS

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

## ARTICLE VII

### ACCESS

The Company agrees that non-employee Union representatives may have reasonable access to the Company's plant. The Union agrees that any such non-employee Union representatives shall obtain a pass at the plant office prior to coming into the plant. The Union further agrees that non-employee Union representatives shall not conduct themselves in such a way as to interfere with or slow down normal plant production, nor shall they call any employee away from his work station without the prior agreement of management.

## ARTICLE VIII

### SHOP COMMITTEE

Section 1. Importance Recognized - 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 2. Selection - The selection of the Shop Committee is recognized as a function of the Union. The Committee shall consist of not less than 4 nor more than 6 of which one shall act as day shift steward and one shall act as night shift steward. The Union may assign more than one steward to each shift, and may designate one steward to act as Shop Chairman, provided the Union notifies the Company in writing of such designation. The Union may not designate more than one Shop Chairman.

Section 3. Capacity - The Shop Committee shall act in the capacity of a Grievance Committee and the names of the Committee members shall be posted on the bulletin board by the Union not less than once per quarter for a period not less than three (3) days.

Section 4. Shop Chairman - The Shop Chairman, who shall also act as a Union steward, will be permitted reasonable time to investigate grievances after first having obtained permission from his foreman.

## ARTICLE IX

### FIELD CONSTRUCTION

All non-warranty field construction, field erection, field rigging, field fabrication, field assembling, and field dismantling coming under the trade claims of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, shall be paid in accordance with the wages and working conditions established by the Local of the Boilermakers International which has jurisdiction over the area in which the work is to be performed, except that fringe benefits shall be as provided in this Contract. All warranty field construction, field erection, field rigging, field fabrication, field assembling, and dismantling shall be paid at the employee's regular rate plus \$3.50 dollars per hour.

## ARTICLE X

### MANAGEMENT RIGHTS

The Company shall retain the right to manage the plant and its business, including, but not limited to, the right to determine the length of the work day and work week and when overtime shall be worked; to determine the starting and quitting time and the number of hours and shifts to be worked; to hire employees; to determine the qualifications, efficiency and ability of employees; to determine the work load and work performance level and make or change reasonable rules, regulations and practices; to close down or move the business or any part thereof or curtail operations; to discontinue its business in whole or in part and to sell or dispose of all or any part of its assets and to participate in any form of reorganization described in the Internal Revenue Code; to control and regulate the use of machinery, equipment and other property of the Company; to determine the number of employees in each classification; to introduce new or improved production methods or equipment; to subcontract work as the Company deems necessary; to determine the number and location of operations and the services and products to be handled; and otherwise generally to manage the operation and direct the working force, so long as such rights are not used for the purpose of destroying or dissipating the Union's representation as the employees' collective bargaining agent or discriminating against an employee because of his Union affiliation, membership or activities. The Company agrees that it will not use any of the management rights listed in this article for the purpose of discriminating against the bargaining unit or any member of it because of his Union affiliation or activity. The above rights are not all-inclusive but enumerate by way of illustration the type of rights which belong to the Company. All other rights, powers or authority which the Company had prior to the signing of this Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement. The above rights, and their exercise by the Company, except as they are clearly and explicitly limited by express provisions elsewhere in

this Agreement, are not subject to the Grievance or Arbitration procedures; provided, the waiver of the right to grieve and arbitrate management rights shall not preclude the Union from grievance and arbitration of the other provisions of this Agreement.

The Company shall also have the right to discipline, reprimand, suspend, transfer, or discharge employees for just cause, to promote and demote employees, and to lay off and recall employees, provided such rights and other rights granted to the Union elsewhere in this Agreement shall be subject to Grievance and Arbitration in the event of a complaint or dispute, as set forth in Article XXIII, Grievance and Arbitration.

## ARTICLE XI

### SUPERVISORY PERSONNEL

The Company shall retain the right to assign a supervisor or foreman to perform work covered by this Agreement when:

- a) in the case of an emergency, employees in the bargaining unit are not available;
- b) for instructional purposes (so as not to replace bargaining unit employees);
- c) for checking set-up safety devices or new methods;
- d) in the case of unexpected absenteeism which causes a manpower shortage during overtime; or
- e) in certain instances, and only for intermittent periods not to exceed a half-shift, employees in the bargaining unit are in need of assistance as determined at the discretion of the Company.

The above notwithstanding, the Maintenance supervisor and Shipping and Receiving Supervisor shall be allowed to perform work covered by this Agreement within their departments at their discretion.

## ARTICLE XII

### SENIORITY

Section 1. Probationary Employees - Each employee shall be deemed a probationary employee unless he has been regularly employed by the Company for three (3) months from date of hire, or until he is sooner designated a regular employee by the Company. If the employee has worked for a temporary employment agency at the Company for at least three (3) months, then the employee shall be deemed a probationary employee for one (1) month once hired by the Company. During this probationary period, such employee may be assigned, transferred, laid off or

discharged, without cause and without recourse, at the sole discretion of the Company.

Section 2. Regular Employees. After an employee has satisfactorily completed his probationary period, or is sooner designated a regular employee by the Company, he shall be considered a regular full-time employee and obtain seniority which shall date from his last date of hire. If employees have the same seniority date, then the employee with the highest pay rate shall be deemed to have seniority, and if the pay rates are the same, then the employee with the oldest birth date shall have seniority. It is understood that the Company may hire temporary or part-time employees, such as students, but that they shall not obtain seniority during such temporary or part-time service.

Section 3. Plant-wide Seniority - The principle of plant-wide seniority is accepted, and it is agreed that if the Company determines that more employees than one have substantially but not absolutely equal qualifications, experience and ability to perform a permanent job which is to be filled or vacated, then such plant-wide seniority shall govern in cases of promotion within the bargaining unit, layoffs and recall.

Section 4. Bidding - The Company will post notices of permanent job openings that occur on any shift in the various classifications. The Company shall not fill such openings until at least 2 workdays after the posting of any such notice and will post the name of the successful bidder, if any, who is awarded the job or that there were no successful bidders within 3 workdays after bids are removed from the bulletin board. The Company shall fill the job within 3 work days after bids are removed from the bulletin board. Fridays if on 4-10's, Saturdays, Sundays, and holidays are not counted as "workdays" for the purpose of this paragraph. Employees may bid on job openings on their own shift or on another shift, and any employee who bids a job opening must accept such job if it is awarded to him. Such job openings shall be filled by the Company on the following basis; provided that the Inspector Classification shall not be subject to paragraphs (a), (b), or (c), below:

(a) If the Company determines that the senior bidder has the necessary qualifications, experience and ability, then he shall receive the job.

(b) If the Company determines that the job should be awarded to an employee other than the senior bidder, then those bidders who are senior to the employee awarded the job shall, upon written request, be provided an opportunity to demonstrate their qualifications, experience and ability. If the Company determines there are no successful bidders, then the most senior bidder shall, upon written request, be provided an opportunity to demonstrate his qualifications, experience and ability. It is specifically understood that such demonstration does not mean that such senior employees will be given an opportunity for training or schooling and the Company is under no obligation to provide a trial period for such period of time as will endanger equipment, reduce efficiency, or cause unnecessary cost in the

material or supervisory time; provided, employees bidding from the Helper category who can demonstrate a technical understanding of the classification to which they have bid will be allowed a 30-day trial period in which to demonstrate their qualification to enter the bottom bracket of the job classification which they have bid. At the end of such trial period, the Company may request that the Union committee join the Company in reviewing the trial employee's work record. If the Union Committee and the Company mutually determine, as a result of such review, that the employee has not demonstrated his qualification to enter said job classification, the employee shall be returned to the Helper category and the job opening re-posted for bid. It is specifically understood that as an alternative to this joint procedure, the Company may take action under any appropriate clause of this Agreement, and that any such action is subject to appeal to the Grievance and Arbitration procedure.

(c) If the Company determines that none of the bidders have the necessary qualifications, experience and ability for the job, then it shall have the right to employ a person elsewhere to fill such job opening; or, the Company may decide to train an employee for such job, in which event the most senior employee bidding for such job will be given preference for such training. It is understood the Company shall not hire an employee, other than a Helper, except to fill a job opening which has been posted and not filled by a qualified bidder from within the shop.

(d) The Company shall notify the Union Shop Committee when a bid opening becomes available and provide the committee with five (5) copies of such bid notice, and such notice shall also be posted on bulletin boards and at all time clocks.

Section 5. Layoff - Employees will be laid off in accordance with plant-wide seniority, qualification, experience and ability, as set forth in Section 3 (Plant-wide Seniority) above. Layoff will also include a reduction greater than 30% in an employee's normal work hours in any work week, which is the result of a downturn in economic conditions.

Employees with less than one year's seniority shall receive 24 hours notice prior to being laid off. Employees with one year or more seniority shall receive 48 hours notice prior to being laid off. Each employee on layoff shall keep the Company informed of his current address.

In the event of a reduction in force, an employee may elect in writing to accept a layoff in lieu of reduction into a lower classification and wage rate. Each employee who displaces a lesser-paid employee during a layoff shall be paid such displaced employee's rate during the period of layoff.

Section 6. Recall - Employees will be recalled in accordance with plant-wide seniority, qualification, experience and ability, as set forth in Section 3 (Plant-wide Seniority) above. If the Company recalls an employee to work, it shall give notice to him by wire or certified mail sent to his current address on file with the Company.

Any employee may, at any time during a layoff, notify the Company in writing that he does not wish to be recalled for any job classification paying a lesser rate than that which he was receiving at the time of layoff, and in such instances, neither the Company nor the employee is under any obligation concerning recall for such lower-paying job. Employees may refuse recall without loss of seniority if the employment offered is estimated by the Company to be less than 1 month in duration.

Section 7. Pay Information - Any employee may obtain his current rate of pay and the Union, through its representatives, may obtain any employee's current rate of pay. Request for such information shall be directed to the Company Personnel Office.

Section 8. Seniority List - The Company shall post a seniority list at least every 3 months, beginning with the effective date of this Agreement. Such list shall become conclusive, subject, however, to a proper written grievance being filed as set forth in Article XXIII, titled Grievance and Arbitration. The Company shall provide the Union Shop Committee with 5 copies of such list.

Section 9. Loss of Seniority - Seniority shall be lost and the employee will cease employment with the Company on any of the following conditions:

- (a) Quits for any reason;
- (b) Is discharged for just cause;
- (c) Fails to notify the Company within two (2) days after receipt of the recall wire or letter that he has received said recall wire or letter or fails to return to work within six (6) days from date he receives the recall wire or letter, or fails to leave his proper current address with the Company for its use for recall; or
- (d) Is absent due to a layoff for two (2) years, or is absent from work for any other reason, other than military service, for a period of 18 months.
- (e) Is displaced under Article XIV, unless the employee subsequently reapplies for a job position and is rehired by the Company within 18 months of his displacement.

Section 10. Transfer Out of Bargaining Unit - Any employee transferred to a supervisory, professional, technical, office clerical, or managerial position outside the bargaining unit shall have his seniority frozen as of the date of transfer and he shall not accrue any additional seniority but shall retain the seniority he has then accrued in the bargaining unit, and in the event he is permitted to transfer subsequently back to the bargaining unit he may exercise same in accordance with this paragraph. Transfers within the meaning of this paragraph shall be according to Company discretion. The ability, aptitude and

seniority of Company employees will be considered before a non-employee is hired for a supervisory position.

## ARTICLE XIII

### SAFETY

Section 1. Worker's Compensation - It is understood that the Company is subject to the Kansas Worker's Compensation Law.

Section 2. Provisions for Health, Safety and Sanitation - The Company shall make the provisions it finds necessary and reasonable for the health, safety and sanitary conditions of the employees during the hours of their employment.

Section 3. First Aid - First aid facilities are available in the shop during working hours. The Company shall provide, at its own expense, courses and instruction in first aid and CPR to those employees who desire training. The Company may limit the number of employees participating in such training at its discretion.

Section 4. Reporting Injuries - Employees are to report all injuries to their supervisors by the end of the work shift. Company accident report forms shall be completed and filed by the employee with the Company Personnel Office or supervisor by the end of the shift on which the accident occurred. Arc burn and foreign object in eye injuries shall be reported by the employee as soon as possible after the employee becomes aware of it.

Section 5. Medical Treatment - Any employee who is injured to the extent that medical care is required shall be provided transportation to and from the place where such care is given, and the time lost to the end of his shift during treatment and travel to and from the place of treatment on the date of the injury shall be considered as time worked. Should the employee be sent home because of the injury, he shall be compensated for the balance of his shift as scheduled on the date of the injury, unless the employee is injured during the first four (4) hours of his shift, then the employee shall only be paid for four (4) hours. If the employee is released to work thereafter but requires subsequent treatment by the Company doctor, such treatment shall be rescheduled before or after the work day whenever possible, but if necessary, the employee will be allowed to clock out not to exceed 1 hour to obtain such treatment in Neosho County, Kansas, and not to exceed four (4) hours elsewhere, and shall receive pay for such time as if it had been worked, provided that in no event shall an employee be paid past the end of this shift.

Section 6. Safety Committee - A Safety Committee composed of 1 representative from the Company and representatives of the Union shall be established for the purpose of promoting safe working practices and eliminating unsanitary and unhealthy working conditions within the plant. The Company Safety Director shall chair the committee and select the areas which shall have a

representative and the Union shall choose such representative for each area, provided there are no less than 5 representatives on the Safety Committee. The Committee shall meet not less than once a month for the purpose of discussing safety and health problems. There shall also be similar safety committees for 2nd and 3rd shifts, when such shifts exist. Such committees shall be composed of 2 employee members and shall be chaired by a representative of the Company.

Section 7. Safety Rules - A list of written safety rules will be posted on the bulletin board and is to be read by all employees. Employees will be expected to comply with all safety rules.

Section 8. Safety Equipment - No more frequently than once a year, the Company will contribute \$175 of the cost of required safety equipment. Employees who are terminated or quit within three (3) months of their date of hire shall have the \$175 withheld from their paycheck. The Company shall provide, at its own expense, all necessary welding and work gloves to employees who require them for their job. Employees shall receive a new pair of gloves with the return to the tool room of their worn out pair. Any employee who loses their Company issued gloves shall be required to purchase a new pair.

Section 9. Safety Glasses - No more frequently than once a year, the Company shall provide to employees one pair of basic safety glasses with side shields, including basic prescription lenses when required. The Company shall replace any basic safety glasses or lenses that are damaged during the course of the employee's job, provided that such damage was not caused by the employee's carelessness or negligence. Employees who are terminated or quit within three (3) months of their date of hire shall have the cost of such safety glasses and lenses deducted from their paycheck.

#### ARTICLE XIV

##### EXAMINATION

The Company may require any employee to be examined by a licensed physician - M.D. selected by the Company whenever it deems such an examination necessary to determine the employee's health status and/or physical ability to perform his normal work duties.

The Company shall pay the cost of such examination and shall also pay the employee for any work time (including overtime if applicable) lost in taking such examination.

If an employee desires, because of action taken by the Company as a result of such examination, he may have an examination by a licensed physician - M.D. of his own choice on his own time, and at his own expense, within 10 days after the Company action. If the physicians disagree, they shall choose a third licensed physician - M.D. who shall examine the employee

within 10 days after request is made. His decision shall be final. The cost of the third physician - M.D. shall be borne equally by the parties.

Any employee displaced under this paragraph shall retain seniority rights for 18 months.

## ARTICLE XV

### LEAVE OF ABSENCE

Section 1. Granting Leave - Leave of absence without pay may be granted to employees by the Company for urgent or substantial reasons for a period not to exceed 90 days. The employee may make application for and the Company may grant reasonable extensions of such leave of absence. The Company shall have the right to grant leaves of absence to employees who have been elected or appointed to fill public office for a period of such tenure of office.

Section 2. Union Leave - The Company shall grant leaves of absence of not more than 30 days to not more than 3 employees at any one time for the purpose of attending Union conferences, conventions, training programs, or transacting other legitimate Union business.

Section 3. Application Toward Seniority - Leave of absence time shall not be considered time worked for the purpose of qualifying for any fringe benefit under this Agreement, but employees shall continue to accrue seniority for the period of authorized leave of absence.

Section 4. Payments - The Company shall pay its share of insurance contributions for 30 days but no other compensation or benefits.

Section 5. Family and Medical Leave Act - All eligible employees shall be entitled to 12 weeks unpaid leave pursuant to the requirements of the Family and Medical Leave Act (FMLA) for family and medical leave. The Company may require the employee, where allowed by the FMLA, to substitute for FMLA leave any and all paid leave. Such paid leave used during FMLA leave shall not extend FMLA leave. During the time the employee is on FMLA leave, the Company shall maintain all employee benefits and pay the Company's portion of such benefits where required by the FMLA. The Company may require an employee to take FMLA leave, if such leave falls under the FMLA.

ARTICLE XVI

SHOP CONDITIONS

Section 1. Time Cards - Each employee is assigned a numbered time clock card which is placed in the time card rack. Employees shall punch their cards in before starting to work and punch their cards out after stopping work. Employees given permission by their supervisor to leave the plant on other than Company business during working hours will punch out their time cards when leaving and punch in their time cards when returning. If an employee alters his time card or punches another employee's time card, he may be dismissed. Each employee will retain his time card between the time he punches in and punches out and will mark thereon in the spaces provided time worked on each assignment and/or by job number and/or by work code.

Section 2. Work Station - Employees shall be at their jobs during regular working hours.

Section 3. Absence and Tardiness -

(a) Employees who cannot report for work at their regular scheduled hour are required to notify the superintendent's office immediately. The Company shall be given the employee's name, the reason he cannot report, and the estimated length of time he will be absent.

(b) Any employee who fails to report for work for a period of over 48 hours (Saturdays, Sundays and Holidays excluded) without notifying the superintendent's office, shall be considered as having quit unless there was some valid compelling reason that it was impossible for him to make such notification.

(c) Any employee with an excused absence of over 48 hours shall notify the superintendent's office on the day before he intends to return to work.

(d) Employees who have been absent without permission shall not punch in their time card until they have obtained permission from the superintendent's office. Employees who are late to work shall punch their time cards, immediately notify the superintendent's office, and report to work.

Section 4. Visitors - Visitors are not permitted on shop premises without a pass. Passes may be procured from the main office.

Section 5. Telephone Calls - Personal telephone calls to or by employees during working hours will be permitted only in emergencies.

Section 6. Personal Work - Personal work on Company property is not permitted.

Section 7. Tools and Equipment - Employees are not to operate tools or equipment unless authorized to do so. The

Company provides special tools for jobs requiring them. Each employee is charged with the responsibility of keeping company tools he is using in good order, giving them proper treatment and returning them to the tool crib when not in use unless otherwise directed by his supervisor.

## ARTICLE XVII

### TEMPORARY CLASSIFICATION CHANGE AND JOB POSTING

Section 1. Temporary Classification Change - In order to insure the orderly operation of the plant, the Company shall have the right to temporarily assign any employee to a classification other than that which the employee holds. When so assigned, an employee shall receive his own rate when filling a job paying a lower rate, and shall receive the minimum range rate of the job when filling a job paying a higher rate when the assignment is for 50% or more of the hours he works during any work week. However, at no time is the employee to be compensated at less than his own rate. The temporary assignment of an employee to a classification does not necessarily mean that said employee is deemed qualified on said classification for the purpose of future job bids.

Section 2. Job Posting - When the Company determines that a permanent job opening exists, such opening can be filled by the Company by temporary assignment for a limited period of 20 full work days out of any 30 consecutive calendar days; and it will then be posted for bid.

Section 3. Holiday Pay - Whenever a holiday falls during the time an employee is temporarily assigned to another classification, that employee shall be paid his holiday pay at the rate set forth in Section 1 of this Article, provided the employee qualifies for holiday pay.

Section 4. Light Duty - Notwithstanding any other provision of this Agreement, employees may be assigned by the Company, at its sole discretion, to light duty work on a temporary basis due to workers' compensation injuries or other purposes. Employees assigned to such light duty work shall be paid at 90% of their regular straight time rate.

## ARTICLE XVIII

### TEMPORARY WORK WITH SUBCONTRACTOR CREW

Any employee of the Company who is temporarily assigned to work as a member of a subcontractor's crew, while he is so assigned, shall be paid at a rate at least equal to the hourly rate of employees of the subcontractor performing the same kind of work at the same level of skill.

ARTICLE XIX

NEW JOB CLASSIFICATIONS

If, during the term of this Agreement, new job classifications are created, the Company shall determine the rate of pay and write a job description for such new job classifications, and if the Union fails to protest the rate or job description for any new classification within thirty (30) calendar days of the establishment of the classification, rate of pay or job description, by filing the same in writing with the Shop Superintendent, such rate and job description shall become a part of this Agreement. If the Union protests the new rate or job description within such thirty (30) calendar day period the permanent rate and job description shall be established through prompt negotiations between the Company and the Union, based upon the nearest related classification.

ARTICLE XX

PAY PERIOD AND PAY DAY

Work time shall be recorded during the week earned and paid on the scheduled pay day of the following week. Employees who quit shall receive their personal property at the end of their last shift.

Employees discharged or having quit shall be paid on the next regularly scheduled Pay day.

ARTICLE XXI

DISCIPLINE

Section 1. Basis for Discipline or Discharge - No employee within the unit shall be disciplined or discharged without just cause. Nor will any employee within the unit be disciplined for any violation or alleged violation more than 5 working days after the Company becomes aware of such violation or alleged violation.

The Company and the Union recognize and agree that the term "just cause" cannot be accurately defined. The parties, therefore, agree that just cause shall include, but not be limited to, the following:

1. Willful disregard of, or refusal to comply with, Company rules or proper orders and instructions from duly authorized personnel.
2. Dishonesty, theft or deliberate deception in dealing with the Company.
3. Disorderly conduct, use of abusive, foul or threatening language toward fellow employees or supervisory personnel on Company premises.

4. Fighting or threatening bodily injury to fellow employees or supervisors on Company premises.
5. Violation of Company Drug and Alcohol Policy.
6. Deliberate damage to or destruction of, or unauthorized use or removal of employer's or other employees' property.
7. Failure to satisfactorily perform the duties for which employed.
8. Gross or habitual carelessness, recklessness, playing dangerous pranks on others, disregard for safety and comfort of fellow workers, violation of established safety rules.
9. Failure to report an accident involving personal injury by the end of the work shift.
10. Unauthorized soliciting or canvassing of employees during working hours for any purpose, or passing of unauthorized petitions on Company time or premises.
11. Excessive unauthorized absences or tardiness.
12. Untruthful statements made in the application for employment.

Section 2. Rules and Regulations - The Company agrees to keep posted on the bulletin board its written rules and regulations.

Section 3. Subject to Grievance and Arbitration - Discipline and discharge of an employee is subject to the Grievance and Arbitration procedure.

## ARTICLE XXII

### NO STRIKE - NO LOCKOUT

Section 1. No Strike - During the life of this Agreement, neither the Local Union No. 83 nor the International Union will authorize, ratify, cause or condone any strike, stoppage, sitdown, stay in, or slowdown; nor will said Union authorize or condone the picketing of the Company plant or property, nor authorize, ratify, cause, or condone participation by its members, either individually or collectively, in any of the above-mentioned activities. Any employee who takes part in any such above-mentioned activities may be discharged or otherwise disciplined by the Company, at its sole discretion. Any such discharged or disciplined employee shall have access to the grievance procedure as set forth in Article XXIII of this Agreement; however, the only defense that may be raised is that (1) there was no violation of this Section, or (2) the employee was not involved in the alleged violation. No other issue may be

raised. An unauthorized absence of an employee or his refusal to work, or his refusal to accept a work assignment properly made under this Agreement during any such strike or work stoppage shall be considered as conclusive evidence of his participating in or encouraging such strike or work stoppage.

Section 2. No Lockout - The Company agrees that during the life of this Agreement it will not, nor shall any of its agents or representatives, lock out any of the employees. A "lockout" is defined as the shutting down of its operation by the Company during negotiations in an effort to force the Union to accept the Company's position. The discharge of any employee for cause shall not be considered as a lockout of such employee.

## ARTICLE XXIII

### GRIEVANCE AND ARBITRATION

Grievances or complaints of an employee or the Union against the Company with respect to the interpretation or application of this Agreement (excluding matters specifically excepted from Grievance and Arbitration in this Agreement), shall be handled as follows:

#### Section 1. Grievance -

Step 1: In the event a complaint is not resolved between an employee and his supervisor, then the aggrieved employee and the shop steward may, if they so desire, meet with the employee's foreman.

Step 2: In the event the complaint is not resolved as provided above, then a grievance may be filed which shall be in writing and state the specific provision(s) of the Agreement which are alleged to have been violated and the issue or issues involved. If the grievance alleges a violation which relates to an incident involving numerous employees which would make it cumbersome for the grievance to be filed by such employees and involves a question of policy, then it may be filed by the Union, but all other grievances shall be filed by the employee involved. All employee grievances shall be signed by the employee involved and Union grievances shall be signed by either the Shop Steward or other Union representative. No complaints shall be filed or processed covering a grievance alleged to have occurred more than 5 working days before the same is reduced to writing and filed with the Company. For the purpose of this Article, "working days" shall be considered as Monday through Friday. Grievances shall be deemed filed when delivered to the plant superintendent or other Company officer, either personally or by registered mail, return receipt requested. The aggrieved employee and the steward or other Union representative may, if they so desire, meet with the plant superintendent or his designee, who shall then file his written reply to such a grievance within 5 working days after receipt of the same. Replies by the Company shall be deemed filed when delivered to the Union steward or other Union

representative, either personally or by registered mail, return receipt requested.

Step 3. In the event the grievance is not resolved within 10 working days after it has been filed, then the Union Shop Committee and the aggrieved employee may, if they so desire, meet with one or more designees of the Company for the purpose of discussing and attempting to resolve such grievance.

Step 4: In the event the grievance is not resolved within 15 working days after it has been filed, then a Union representative and the Union shop committee shall meet with representatives of the Company in an effort to resolve the grievance. Failure of the parties to meet shall mean that the grievance shall be deemed resolved to the satisfaction of all parties. The parties may extend or cancel the time for the Step 4 meeting by mutual written consent.

The grievance shall be deemed resolved to the satisfaction of all parties unless written demand for arbitration is served by the complaining party in the same manner as a grievance is filed and within 20 working days after the grievance is filed as set forth above, unless extended by mutual written consent of the parties involved.

#### Section 2. Arbitration -

Arbitration shall proceed before an arbiter selected by the parties. If the parties fail to agree upon a selection of an arbiter within 10 calendar days after demand for arbitration is served, then request may be made by either party within 20 calendar days after demand for arbitration is served, of the Federal Mediation and Conciliation Service to designate the names of 7 persons qualified, impartial and able to serve as arbiters. The Union and the Company shall meet and alternately strike names of the proposed arbiters until only 1 remains. The remaining name on the panel of arbiters shall act as arbiter of the dispute. In the event the 7th arbiter is unable or unwilling to serve and the parties cannot agree on another arbiter, then the above procedure shall be repeated until an arbiter is selected.

The arbiter shall hear the matter in dispute as soon as possible. The arbiter shall render his decision as expeditiously as possible and the same shall be final and binding upon both parties, subject to the limitations of such arbiter as set forth elsewhere in this Agreement.

The complainant in every hearing before the arbiter shall have the burden of proving his case by the preponderance of the evidence. The federal rules of evidence as far as practical shall apply and the findings of the arbiter shall be by written award, unless the parties agree in writing to the contrary.

Each party shall bear its own expenses in preparing and presenting its case, and the fees and expenses of the arbitration hearing and the arbiter shall be borne equally by the parties.

The arbiter shall have no authority to add to, subtract from, modify, change or alter any of the terms of this Agreement, and the arbiter's award shall be rendered within the scope of his authority.

If the arbiter finds that the Company has discharged, suspended or disciplined a regular employee without just cause, he shall have authority to reinstate the employee with or without back pay, in whole or in part, depending upon the circumstances of the case; but in any case, the recovery awarded to an employee shall not exceed the wages he would have earned with the Company less his actual earned income elsewhere, including state unemployment compensation, worker's compensation, and all other benefits earned during the period in question, but excepting the proceeds from private insurance purchased by the employee.

In the event grievances or arbitrations are not filed or processed in the manner and within the times set forth above, they shall be forever barred. Any of the time limits set forth in this Article may be extended by mutual written consent of the parties involved.

#### ARTICLE XXIV

##### HOURS OF WORK, OVERTIME AND PREMIUM PAY

Section 1. Work Day and Work Week - 8 hours per day shall constitute a normal day's work. Forty hours per week shall constitute a normal week's work, Monday through Friday inclusive. The work week shall begin at 12:01 a.m. on Mondays, and end at 12:00 p.m. (midnight) on Sundays.

Section 2. No Guarantee - Nothing in this Agreement shall be construed to guarantee any particular number of hours of work per day or per week to any employee except as provided in Article XXIX, Call-In Pay.

##### Section 3. Shifts -

(a) The Company may start a first shift at any time between 6:00 a.m. and 8:00 a.m., inclusive, and a second and third shift at any time.

(b) Each employee's scheduled starting time for regular shifts shall normally remain unchanged for 5 days; provided, such starting time may be changed by the Company upon 48 hours notice.

(c) Special preparatory shifts may be established by the Company on a temporary basis for the purpose of preparing for the first shift.

(d) Seniority shall govern employees' assignments to shifts; however, the Company may require the necessary complement of qualified personnel to accept assignment to any shift.

Section 4. Overtime -

(a) All time which any employee works in excess of 8 hours in any one day or 40 hours in any one work week shall be paid for at the rate of 1 1/2 times the employee's regular straight time rate. However, the Company may establish a Monday through Thursday, four day, ten hours per day work week without paying overtime as stated above, provided, employees are not required to work a fifth day that week; any employee who works a complete shift fifth day during that week shall be paid overtime as provided in the first sentence above; all time which any employee works in excess of 10 hours in a day during that week shall be paid at the rate of 1 1/2 times the employee's regular straight time rate.

(b) Employees' regular work time shall be computed and paid to the nearest quarter hour. No employee shall work overtime unless he is instructed to do so by his supervisor and such overtime is approved in writing by his supervisor; in which case, he shall be paid to the end of the quarter hour during which he completes the overtime assignment.

(c) Employees will work overtime as directed, except work over 12 hours in any one day shall be on a voluntary basis.

(d) Whenever an entire department is not required to work overtime, overtime will be assigned by the following order of priority:

(1) Any employee who is working on a task or component for which overtime is scheduled at the end of his regular shift may be continued on such work for the overtime period; and provided, that any employee who is working on a task or component when overtime is scheduled for Saturday and Sunday work, will be given preference for the Saturday and Sunday overtime period, provided such employee can, in the opinion of the foreman, satisfactorily perform the weekend work requirements. This paragraph shall not apply to weekend overtime assigned during a weekend shift;

(2) The Company will assign overtime by seniority among employees in the same department who in the opinion of the foreman are qualified to perform the work. If the senior qualified employee cannot work the next junior man in line who is qualified to perform the work, shall work;

(3) If the foreman must go outside the department to fulfill the overtime need, then the foreman will attempt as much as practical to assign such overtime by seniority among employees who in the opinion of the foreman are qualified to perform the work.

(e) The Company will give 4 hours notice of daily unscheduled overtime. In the event the Company has less than 4 hours notice of such unscheduled overtime requirements it shall notify the involved employees as soon as reasonably practical.

(f) The Company will give 24 hours notice of weekly scheduled overtime and for Saturday and Sunday work. In the event the Company has less than 24 hours notice of such scheduled overtime requirements, or Saturday or Sunday overtime work, it shall notify the involved employees as soon as reasonably practical.

Section 5. Pre-Shift Work - Employees called in before their scheduled starting time on a regular shift without receiving the 48-hour notice provided in Section 3(b) of this Article shall receive 1 1/2 times their regular hourly rate for all hours worked prior to their scheduled starting time.

Section 6. Saturday Work - Employees required to work on a Saturday shall be paid 1 1/2 times their regular straight time rate for all hours worked on such Saturdays; except that such time and one-half will not be paid for Saturday work to employees who have been absent without an excuse acceptable to the Company during the week in which such Saturday occurs, nor to employees hired or recalled after the first day of such work week. Any travel time on Saturday, which is required by law to be considered working time, and time spent in Company sponsored training classes shall be paid at the employee's regular straight time rate except as provided in Section 4(a) of this Article.

Section 7. Sunday Work - Employees required to work on a Sunday shall be paid double their regular straight time rate for all hours worked on such Sunday, except that third shift employees whose shift begins on Sunday shall be paid their regular straight time rate for any work performed on Sunday. Any travel time on Sunday, which is required by law to be considered working time, and time spent in Company sponsored training classes shall be paid at the employee's regular straight time rate except as provided in Section 4(a) of this Article.

Section 8. Continuous Operations - The Company reserves the right to establish special 5-day work weeks for employees working on recognized continuous operations, with specific alternative days designated as the employee's "Saturdays" and "Sundays." The Company shall give employees notice in the prior week before beginning, ending, or changing such a work week. In the event the Company cannot provide notice in the prior week of the need to begin, end, or change continuous operations, the Company shall notify employees as soon as reasonably practical.

Section 9. Maintenance Man - The Company reserves the right to schedule one maintenance man Tuesday through Saturday at straight time. Monday shall be such employee's "Saturday" for the purpose of computing the premium pay as set forth above.

Section 10. Time Paid But Not Worked - Time which is not worked but which is paid by the Company under any portion of this Article or any other Article of this Agreement shall not be considered as time worked for the purpose of computing overtime pay, except as set forth in Article XIII, Safety, Section 5, Medical Treatment.

Section 11. No Duplication, Pyramiding or Double Payment - Hours worked by or paid to an employee that are used in computing and determining overtime, premium pay or penalty payment under any portion of this Article or any other Article of this Agreement shall not again be used, considered nor computed in determining overtime, premium pay or penalty payment under any other portion of the Agreement. Overtime pay, premium pay and penalty pay shall not be pyramided nor duplicated. In the event an employee claims pay by having worked overtime or penalty pay or premium pay or any or all of such payments or computations under one or more provisions of the Agreement, he shall receive only the highest one of the computations and rates to which he would be entitled under one portion of this Agreement.

ARTICLE XXV

HOLIDAYS

Each regular full-time employee shall receive holiday pay of 8 hours at his regular straight time rate for each of the following holidays:

Memorial Day	Christmas (2 days)
Independence Day	New Year's Day
Labor Day	Personal Holiday to be chosen by mutual consent of the employee and the Company
Thanksgiving Day	
Friday after Thanksgiving	

provided, he has worked the full regularly scheduled work day immediately before and immediately after such holiday, unless he is absent due to sickness or injury supported by a written statement from the employee's physician when requested by the Company or his absence is excused for another reason, in which event the employee, in order to qualify for such holiday, must have worked in the week of the holiday or the week preceding such holiday. Any employees designated as Crew Chief or Acting Foreman shall have their premium pay included in any holiday pay.

If a paid holiday falls within an employee's vacation period, the employee shall receive holiday pay in addition to his vacation pay, or he may elect to receive an additional day of vacation.

All work performed by an employee on his paid holiday shall be paid at 1 1/2 times his regular straight time rate in addition to the holiday pay to which he is entitled, except that work performed by an employee on Labor Day, Thanksgiving Day or Christmas Day shall be paid at 2 times his regular straight time rate in addition to the holiday pay to which he is entitled.

No work shall be performed on Christmas Day, Labor Day, or Thanksgiving Day, except in extreme emergency.

ARTICLE XXVI

VACATIONS

Each regular full-time employee shall receive annual vacation with pay after each full and continuous year of employment, based upon the following schedule:

After 1 full year	-	1 week vacation
After 2 full years	-	2 weeks vacation
After 10 full years	-	3 weeks vacation
After 20 full years	-	4 weeks vacation

Vacations will be computed on the basis of 40 hours per week. Employees on second and third shift shall have their shift differential included in any vacation pay.

Employees with less than 1 year of service shall earn vacation up to 40 hours per year at the rate of 4/100ths hours vacation for each 1 straight time hour worked beginning 6 months after his hire date.

Each employee who has more than 1 but less than 2 full years of continuous employment shall earn vacation of up to 40 hours per year at the rate of 2/100ths hours vacation for each 1 straight time hour worked since his last employment anniversary date.

Each employee who has more than 2 full years but less than 10 full years of continuous employment shall earn vacation of up to 80 hours per year at the rate of 4/100ths hours vacation for each 1 straight time hour worked since his last employment anniversary date.

Each employee who has more than 10 full years but less than 20 full years of continuous employment shall earn vacation of up to 120 hours per year at the rate of 6/100ths hours vacation for each 1 straight time hour worked since his last employment anniversary date.

Each employee who has over 20 full years of continuous employment shall earn vacation of up to 160 hours per year at the rate of 8/100ths hours vacation for each 1 straight time hour worked since his last employment anniversary date.

Provided, however, an employee shall be entitled to his full vacation if he has worked 1450 straight time hours and completed 12 calendar months of employment since his last employment anniversary date.

The Company agrees to give due consideration to the preference of employees in scheduling vacations; provided, the Company shall have final approval and decision in such matters, including the right to shut down all or part of its operations for vacations at a single time if the Company so desires, in order to insure the efficient operation of the plant.

Vacations will be granted during the 12-month period immediately following the date the employee becomes eligible. Employees shall not be permitted to accumulate vacations nor shall they receive compensation in lieu thereof, except by mutual agreement of the Company and the Union; except that those employees with 10 or more years of service who earn three weeks or more of annual vacation may elect in writing to have the unused portion in excess of 80 hours paid in the form of additional compensation.

Employees who have earned vacations under this vacation plan, but who become sick, laid off, or injured or who resign or who are terminated prior to the date selected for their vacation, may, upon written request to the Company, receive their vacation pay.

## ARTICLE XXVII

### JURY PAY

Any regular full-time employee serving on jury duty (not to exceed once each calendar year) shall be compensated for the scheduled hours of work during which he is required to be absent from his job by reason of such jury service less any fees he may receive as defined by law for jury service during the period of time he actually serves as a juror. Employees receiving jury pay shall also receive an additional hour of pay for travel time.

Each employee shall present an order requiring jury service to his supervisor before obtaining leave to perform jury service. The Company shall have the right to request that any employee be excused from jury duty. Employees shall not be entitled to jury pay in the event they volunteer for jury service. Employees shall report for work promptly at the end of jury service.

## ARTICLE XXVIII

### FUNERAL LEAVE

Any regular full-time employee shall be granted up to 2 working days funeral leave for a death in the employee's immediate family. Immediate family is defined as follows: Spouse, brother, sister, mother, father, son, daughter, grandparents, great-grandparents, grandchildren, mother-in-law or father-in-law, aunt or uncle, or step parents (with the understanding that these refer only to current spouse and in-laws). Only those days in which the employee was scheduled to work shall be compensated. Funeral leave will be computed at the rate of 8 hours per day.

Any regular full-time employee shall be granted up to 2 working days funeral leave without pay for a death of a related great-aunt or great-uncle.

Any regular full-time employee shall be granted up to 2 working days funeral leave without pay for a death in the employee's spouse's immediate family (as previously defined),

except for the spouse's mother and father which shall be with pay as previously defined.

#### ARTICLE XXIX

##### CALL-IN PAY

When an employee reports for work as scheduled, or is called back to work, he shall receive a minimum of 4 hours of work or pay in lieu thereof, unless the Company is unable to furnish work due to mechanical failure or breakdown, or any other cause that cannot be controlled by the Company, in which instance the employee shall receive pay only for the hours worked.

#### ARTICLE XXX

##### BREAK PERIOD

All employees shall be allowed one 10-minute rest period in the first half of the shift, and one 10-minute rest period in the second half of the shift. Break periods shall be scheduled by the Company as near as possible to the middle of each half shift.

This provision may be altered or amended when conditions require, upon request by the Company and consent by the Union Shop Committee.

If an employee works 10 or more consecutive hours in a day, then his 10-minute rest periods shall be extended to 15 minutes.

#### ARTICLE XXXI

##### LUNCH PERIOD

Employees will be allowed 30 minutes, without pay, in which to eat lunch. Employees working on continuous operations will be allowed to eat lunch during working hours, provided that such employees, in taking time for eating lunch, shall give first consideration to safety and continuity of operations.

#### ARTICLE XXXII

##### INSURANCE

Section 1. Insurance - The Company will provide coverage reasonably equivalent to the following from a third party insurance carrier of the Company's choice, or through self-insurance, subject to the availability of such coverage.

Section 2. Health - The Company shall provide a Managed Care PPO Plan which provides basic medical and health care benefits. The Plan shall provide a \$300 deductible (2 x family), 80%/20% co-insurance with \$6,000 of incurred expenses shared payment maximum

(2 x family), and \$1 million lifetime maximum coverage per person. Each non-accident emergency room visit will be subject to a \$75 co-payment. Employees using physicians outside the Plan will pay 40% of the cost of services with a \$10,000 limit on out-of-pocket expenses, and a deductible that will accumulate separately from the PPO Plan.

The Plan will cover drug, alcohol, mental and nervous treatment. Co-insurance for in-patient care shall be 50%, out-patient shall be 80%/20%. The Plan shall also contain a prescription drug card, and well baby and prenatal coverage.

Coverage is effective for full-time employees the first of the month following 60 days of service and terminates the end of the month of termination or retirement.

Section 3. Dental Care - Preventive treatment and basic treatment subject to 80%/20% coinsurance. Major treatment subject to 50% coinsurance. Calendar year maximum benefit of \$1000 per person. Deductible at \$50 (3x family).

Section 4. Life Insurance - \$10,000 employee coverage, plus limited coverage for spouse and qualified dependents. Accidental death and dismemberment coverage equal to life.

Section 5. Premiums - The Company will pay 75% of the premium for such insurance and each employee covered shall pay 25% of the premium. This same ratio of payments will be maintained in the event of increases in the cost of the insurance.

#### ARTICLE XXXIII

##### PENSION

The Company shall provide a 401K Pension Plan or its reasonable equivalent, which will remain in effect during the term of this contract. This plan provides that each eligible employee shall have the choice whether to participate in this plan, and that each employee who elects to participate shall pay a minimum of twenty cents (20¢) per hour into the plan, but may contribute more where allowed by law. The Company shall match by paying twenty cents (20¢) per hour or 50 percent of the employee's contribution into the plan up to six percent of the employee's gross wages, whichever is greater, during the term of the plan.

#### ARTICLE XXXIV

##### WAGES

Section 1. Rate Ranges - Each job classification shall have a rate range with a minimum rate and a maximum rate. The minimum rate of every class one classification shall be five cents per hour more than the maximum rate of every corresponding class two classification. A table of each job classification's rate range is set forth in Exhibit A attached to and made part of this Agreement.

Section 2. Progression - Each regular full-time employee whose work performance has been satisfactory and who has made reasonable and normal improvement in proficiency shall progress within the rate range for his classification by receiving an increase of 25¢ per hour on the first full pay period after February 1 of each year of the contract and 25¢ per hour on the first full pay period after August 1 of each year of the contract, with the understanding the Company may continue to make additional discretionary increases to any employees as the Company determines appropriate.

If an employee is absent for any reason in excess of 2 weeks during any contract year, then his progression increase may be postponed for the interval by which such absence exceeds 2 weeks. Employees denied the progression increases shall be entitled to a verbal review and informed as to why they were denied the increase for that period

Section 3. Wage Increases - For regular full-time employees only:

First Year: 0%.

Second Year: 2% effective first full payroll period after December 1, 2010.

Third Year: 2.5% effective first full payroll period after December 1, 2011.

Note: All wage increases provided above shall apply to the minimum and maximum rate of each classification, and to regular full-time employees within each classification, except that the Helper classification's minimum rate shall not be altered during the term of this Agreement.

Section 4. Shift Differential - The shift differential for 2<sup>nd</sup> and 3<sup>rd</sup> shifts shall be 75¢ per hour.

#### ARTICLE XXXV

##### ACTING FOREMEN

The Company may select, without bidding, employees to act in the absence of Foremen, who shall receive a premium of \$1.25 per hour over their base rate while performing such foreman duties for one day or more. The number, selection and removal of such acting foreman designation shall be at the Company's discretion and shall not be subject to grievance and arbitration. Such appointments shall be limited to times foremen are on vacation, absent due to illness, leave of absence or unforeseen circumstances and shall not be considered a transfer outside the bargaining unit under Article XII, Section 10. Whenever an acting foreman is appointed, all affected employees will be informed of who is performing this duty.

ARTICLE XXXVI

CREW CHIEFS

The Company may select, without bidding, employees to act as crew chiefs who shall receive a premium of \$1.00 per hour over their base rate while performing such crew chief duties. The number, selection and removal of such crew chiefs designated shall be at the Company's discretion and shall not be subject to grievance and arbitration. Each crew chief shall have the responsibilities delegated to him by his foreman and shall be responsible for 4 or more employees besides himself for those departments which contain 5 or more employees.

Crew chiefs will be appointed from the department in which they are to act as crew chief. Initial selection of crew chiefs shall be from current lead men. Whenever the Company utilizes a Crew Chief, all affected employees will be informed of who is performing this duty.

ARTICLE XXXVII

PLANT CLOSURE OR MOVE

In the event the Company closes or moves the plant, it will, prior to such action, notify the Union of such action and, upon prompt written request of the Union, enter into good faith negotiations concerning the effect upon employees of such closure or move.

ARTICLE XXXVIII

SAVINGS CLAUSE

It is assumed by the parties hereto that each provision of this contract is in conformity with all applicable laws of the United States and of the State of Kansas. Should it later be determined that it would be a violation of any legally effective Federal or State Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Federal or State Order or Statute and the other provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

ARTICLE XXXIX

DURATION AND TERMINATION

This Agreement shall take effect as of November 30, 2009, and shall remain in full force and effect through Twelve Midnight, November 30, 2012, and shall continue in full force and effect from year to year, thereafter, unless written notice is given by either party to the other at least 60 days prior to the date of expiration of a desire to terminate or modify this Agreement, in which event the Agreement shall terminate at the anniversary date. Should an understanding not be reached within 30 days after such notice is given as set forth above, then the Union will notify the Federal Mediation and Conciliation Service in accordance with the provisions of the National Labor Relations Act.

"COMPANY"

CHANUTE MANUFACTURING COMPANY,  
A UNIT OF OPTIMUS INDUSTRIES, LLC

By



"UNION"

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS,  
AND LOCAL UNION NO. 83

By



Neil Haynes



#### ASSEMBLER I

Identifies parts, assembles, fits and tack welds any kind of work performed in this shop without assistance of supervisory personnel. Does simple layout work as required to keep the job progressing. Flame-cuts, heats, hammers, jacks or shapes parts to make them fit properly. Tack welds or directs tack welding of each assembly or sub-assembly as required to preserve its dimensional accuracy and make it safe for handling pending final welding. Welds assemblies made on the bench or in jigs and does other welding necessary to the progress of work. Works to drawings, templates, jigs and/or fixtures. Interprets drawings and bills of material quickly and accurately. Is skilled in the use of the tools used in the assembly of plate and structural steel work and with the dimensional tolerances permitted in such work.

#### ASSEMBLER II

Identifies parts, assembles, fits and tack welds any kind of work performed in this shop with occasional assistance from a supervisor. May do simple layout work to keep the job progressing. May flame-cut, heat, hammer, jack or shape parts to make them fit properly. Tack welds or directs tack welding of each assembly or sub-assembly as required to preserve its dimensional accuracy and make it safe for handling pending final welding. Works to drawings, templates, jigs and/or fixtures. Interprets drawings and bills of material quickly and accurately. Can use all tools generally used in the assembly of plate and structural steel work.

#### AUTOTIG WELDER I

Reads, interprets, and fabricates from all simple or complex drawings associated with tube-to-tube welding normally performed by the Company.

Interprets weld procedures, sets up and adjusts AutoTIG welding equipment of all processes to the correct voltage, pulse, and amperage settings for the specific electrode or wire which is required to maximize the output of the AutoTIG welder and to meet the applicable quality requirements.

Performs fitups in a workman-like manner, tack-welds when required, and performs final welding with proficiency.

A.S.M.E. specification qualified or meets other requirements applicable to AutoTIG welding. Identifies materials, prepares for welding, and welds carbon steels, alloy steels, and stainless steel tubes or pipe. Operates torch, equipment, manual or automatic, for cutting or beveling. Operates tube beveling machine, and manually grinds pipe bevels, performs fitup to dimensional tolerances, and braces as required.

#### AUTOTIG WELDER II

Reads, interprets, and fabricates from simple drawings associated with tube-to-tube welding normally performed by the Company.

Interprets weld procedures and adjusts AutoTIG welding equipment of all processes to the correct voltage, pulse, and amperage settings for the specific electrode or wire which is required to maximize the output of the AutoTIG welder and to meet the applicable quality requirements.

Performs fitups in a workman-like manner, tack-welds when required, and performs final welding with proficiency.

A.S.M.E. specification qualified or meets other requirements applicable to AutoTIG welding. Identifies materials, prepares for welding, and welds carbon steels, alloy steels, and stainless steel tubes or pipe. Operates torch, equipment, manual or automatic, for cutting or beveling. Operates tube beveling machine, and manually grinds pipe bevels, performs fitup to dimensional tolerances, and braces as required.

#### CNC BURNTANK OPERATOR I

Sets up and operates computer guided flame or plasma cutting equipment. Selects and installs the proper program, cutting tips and adjusts gas pressures

and speed of cut for optimum results. Cleans tips as required and otherwise maintains equipment in safe operating condition. Insures that parts being cut are within tolerances according to the drawing as well as the proper material type, thickness and quantity. Can use and modify standard parts library built into the computer in the absence of the programmer, must also be proficient in the use of nesting software, as well as being able to read and modify the programs used by this equipment. Works with a minimum of supervision. Due to the training required learning to operate this as well as the impact on the shop, accuracy and excellent attendance is essential.

#### CNC BURNTANK OPERATOR II

Sets up and operates computer guided flame or plasma cutting equipment. Selects and installs the proper cutting tips and adjusts gas pressures and speed of cut for optimum results. Cleans tips as required and otherwise maintains equipment in safe operating condition. Insures that parts being cut are within tolerances according to the drawing as well as the proper material type, thickness and quantity. Due to the training required learning to operate this as well as the impact on the shop, accuracy and excellent attendance is essential.

#### CNC 5-AXIS BURNER OPERATOR I

Sets up and operates computer guided flame or plasma cutting equipment. Selects and installs the proper cutting tips and adjusts gas pressures and speed of cut for optimum results. Cleans tips as required and otherwise maintains equipment in safe operating condition. Performs adjustments necessary to keep equipment in tolerance. Insures that parts being cut are within tolerances according to the drawing as well as the proper material type, thickness and quantity. Is capable of programming this equipment either at the console or offline using 3<sup>rd</sup> party software. Records and monitors ongoing changes in programming that are required to maintain tolerances. Works with a minimum of supervision. Due to the training requirement and critical nature of this machine, accuracy and excellent attendance is essential.

#### CNC 5-AXIS BURNER OPERATOR II

Sets up and operates computer guided flame or plasma equipment. Selects and installs the proper cutting tips and adjusts gas pressures and speed of cut for optimum results. Cleans tips as required and otherwise maintains equipment in safe operating condition. Insures that parts being cut are within tolerances according to the drawing as well as the proper material type, thickness and quantity. Is capable of programming this equipment at the console using the notes and records provided. Records and monitors ongoing changes in programming that are required to maintain tolerances. Due to the training requirement and critical nature of this machine, accuracy and excellent attendance is essential.

#### CNC DRILL I

Operates computer controlled drill, this includes loading programs as well as making changes to programs to facilitate different materials and bit sizes. Knows the speed and feed rates for all materials and drill sizes used in our company. Verifies hole size, placement and quality per the drawings. Maintains logs on his equipment. Performs routine maintenance on the equipment that he operates. Is able to generate the drill programs in the absence of the programmer. Due to the training requirement and critical nature of this machine, accuracy and excellent attendance is essential.

#### CNC DRILL II

Operates computer controlled drill, this includes making changes to programs to facilitate different materials and bit sizes with assistance as required from supervisory personnel. Knows the speed and feed rates for most materials and drill sizes used in our company. Verifies hole size, placement and quality per the drawings. Can perform routine maintenance on the equipment that he operates. Due to the training requirement and critical nature of this machine, accuracy and excellent attendance is essential.

## CRANE OPERATOR

Operates CMC 200 ton overhead crane. Has working knowledge of medium and heavy lifting apparatuses such as spreaders, slings, chokers and custom made lifting components as to its design and lifting capabilities. Operator lifts, moves and places load, exercising care for the safety of other employees, material, property and equipment. Receives general instructions from foreman or his designee or from the floor. Operator uses judgment and initiative as to procedure and methods of movements. Receives guidance by signal from ground designee, but is responsible for seeing that these signals are clearly known for their intention and can be safely followed. Performs daily inspections and maintenance on the crane and recognizes and reports any need for maintenance, repair, or replacement.

## FABRICATOR I

Identifies parts, assembles, fits and welds any kind of work performed in this shop with a high degree of quality and productivity, and without assistance of supervisory personnel. Demonstrates outstanding knowledge, attitude, initiative, dependability and performance. Does layout work as required. Flame-cuts, heats, hammers, jacks or shapes parts to make them fit properly. Tack welds each assembly or sub-assembly as required to preserve its dimensional accuracy and make it safe for handling pending final welding. Welds assemblies made on the bench or in jigs and does other welding necessary to the progress of work. Works to drawings, templates, jigs and/or fixtures. Interprets drawings and bills of material quickly and accurately. Is skilled in the use of the tools used in the assembly of plate and structural steel work and with the dimensional tolerances permitted in such work. Must also meet the requirements of a Structural Welder I.

## FABRICATOR II

Identifies parts, assembles, fits and welds (excluding ASME code welds) any kind of work performed in this shop with a high degree of quality and productivity, and without assistance of supervisory personnel. Does layout work as required. Flame-cuts, heats, hammers, jacks or shapes parts to make them fit properly. Tack welds each assembly or sub-assembly as required to preserve its dimensional accuracy and make it safe for handling pending final welding. Welds assemblies made on the bench or in jigs and does other welding necessary to the progress of work. Works to drawings, templates, jigs and/or fixtures. Interprets drawings and bills of material quickly and accurately. Is skilled in the use of the tools used in the assembly of plate and structural steel work and with the dimensional tolerances permitted in such work. Must also meet the requirements of a Structural Welder II.

## FINISHER I

Works from drawings, specifications and other instructions in selecting, mixing and applying paint or other sprayed or brushed finishes. Uses air or airless spray painting equipment with skill. Sets up and operates sandblasting equipment and manipulates the blasting nozzle to blast the surfaces of steel to the degree specified as brush or anchor blast, commercial blast, near white, or white blast. Sets up scaffolding as needed to hold nozzle in most effective position. Cleans and maintains painting and blasting equipment.

## FINISHER II

Works from drawings, specifications and other instructions in selecting, mixing and applying paint or other sprayed or brushed finishes. Uses air or airless spray painting equipment with skill. Sets up and operates sandblasting equipment and manipulates the blasting nozzle to blast the surfaces of steel to the degree specified as brush or anchor blast, commercial blast, near white, or white blast. Sets up scaffolding as needed to hold nozzle in most effective position. Cleans and maintains painting and blasting equipment. Performs duties under the direction of Finisher I and/or supervisor.

#### FORK LIFT OPERATOR

Operates fork lift truck, platform truck, pickup truck, pallet truck and tractor for any work within the capabilities of this equipment. Knows the locations of stored materials. Picks up materials at storage locations and delivers them to points of use. Knows load capacities of equipment which he operates. Has sufficient knowledge of equipment to recognize and report malfunctions.

#### HELPER

Performs general duties as assigned. May assist one or more classified employees with any work requiring more than one man. May use hand tools and portable power tools and assist with the operation of other equipment as he acquires knowledge and skill. Is supervised and/or assisted to a degree determined by his experience.

#### HYDRO-TEST I

Determines from drawings and specifications the coils to be tested and the test pressures. Selects the correct plugs, fittings, flanges, gaskets, bolts, valves, gauges, piping, and other accessories for hydrostatically testing various coils at various pressures. Sets up the coils with these accessories, connects them to a high pressure pump, performs hydrostatic tests, records results, disconnects test equipment and drains the coils, using the necessary tools for this work. Observes special safety precautions peculiar to these tests.

#### HYDRO-TEST II

Determines from drawings and specifications the coils to be tested and the test pressures. Selects the correct plugs, fittings, flanges, gaskets, bolts, valves, gauges, piping, and other accessories for hydrostatically testing various coils at various pressures. Sets up the coils with these accessories, connects them to a high pressure pump, performs hydrostatic tests, records results, disconnects test equipment and drains the coils, using the necessary tools for this work. Performs such work with assistance and guidance by direct supervision. Observes special safety precautions peculiar to these tests.

#### INSPECTOR I

Compares quality of materials including any special purchased materials, dimensions, workmanship, and finishes including blasting, painting, galvanizing and insulation with those shown on drawings or described in specifications and determines acceptability of work or corrections to be made. Must be able to check a wide variety of pieces as to all applicable criteria. Must be able to interpret drawings and bills of material quickly and accurately and must have a sufficient practical working knowledge of measurement methods, shop math and applicable tabulated information to do this work. Makes nameplate rubbings where required. Is capable of performing hydrostatic pressure tests.

#### INSPECTOR II

Does the same work mentioned in the previous definitions with assistance and guidance by direct supervision. Must be able to interpret drawings and bills of material quickly and accurately and must have a sufficient practical working knowledge of measurement methods, shop math and applicable tabulated information to do this work.

#### INSULATOR I

Applies block, brick, expansion board, mineral wool and/or castable refractory material to fabricated steel. Works from drawings, bills of material and specifications in selecting, mixing and installing these materials. Builds form work where necessary to retain castable material during curing. Performs any of the operations required to apply block, brick, expansion board, mineral

wool and/or castable refractory material to fabricated steel. May act as lead man of a refractory crew including helpers. Performs routine maintenance on insulation equipment.

#### INSULATOR II

Works under direct supervision of an Insulator I or foreman in performing any of the jobs required to apply block, brick, expansion board, mineral wool and/or castable refractory material to fabricated steel.

#### LAYOUT I

Interprets drawings quickly and accurately, selects, lays out or develops and marks material to be cut, punched, formed or otherwise prepared most economically for subsequent fabricating operations. Must have a practical knowledge of descriptive geometry, trigonometry, logarithms and tabulated information applicable to this work. Must have a general knowledge of all shop operations sufficient to determine appropriate tolerances and allowances for forming. Accuracy is essential.

#### LAYOUT II

Interprets drawings quickly and accurately, selects, measures and marks material or prepares templates for cutting, punching, forming or otherwise preparing material most economically for subsequent fabricating operations. Must have a sufficient practical working knowledge of shop math and of tabulated information applicable to this work. Must have a sufficient knowledge of shop operations to determine appropriate tolerances. Accuracy is essential.

#### LOAD-OUT LEAD MAN

Leads a crew in handling, loading, blocking, bracing and tying down for shipment, components of the Company's products. Selects spreaders, slings and other tackle of appropriate size to handle loads safely. Is responsible for rigging the loads so they can be handled and placed safely with a minimum of effort. Balances loads as nearly as possible on railroad cars or trucks. Selects and applies structural steel, bars, rods, timbers and other materials to brace and tie down loads securely and economically. Uses and directs the use of the chain saw, air tools, welding and flame cutting equipment, strapping tools and hand tools used in loading and sees that these tools are kept in good order. Works with very little supervision.

#### MAINTENANCE I

Services, maintains, and repairs equipment used in the shop. Must thoroughly understand electrical, pneumatic, hydraulic and automotive equipment and systems and diagrams representing such equipment. Must be able to diagnose and correct malfunctions of any such equipment. Records and schedules routine maintenance and records repairs. Works without assistance from supervisory personnel.

#### MAINTENANCE II

Services, maintains, and repairs electrical, pneumatic and hydraulic equipment used in the shop. Must have a safe working knowledge of electrical, pneumatic, hydraulic and automotive equipment and systems and be able to interpret diagrams representing such equipment. Diagnoses and corrects some malfunctions of equipment. Records routine maintenance and records repairs. May receive assistance from Maintenance I or Foreman as required.

#### MACHINIST I

Operates all kinds of machine tools such as drills, grinder, including tool grinding machines, lathes, milling machines, planers, shapers, etc., within the

limits of versatility and accuracy of these machines. Also does hand work or uses portable power tools. Selects, sharpens and sets up tools and completes operations with a minimum of supervision. Makes necessary alterations, repairs or replacements to parts or equipment. Must be familiar with measuring and machining tools and able to determine optimum feeds and speeds for the materials worked and operations performed. Must be able to interpret drawings quickly and accurately.

#### MACHINIST II

Operates drills, grinders and lathes within the limits of versatility and accuracy of these machines. Also does hand work or uses portable power tools. Selects, sharpens and sets up tools and completes operations with occasional assistance from a Machinist I or Foreman. Must be familiar with measuring tools and tools used on the above listed machines and be able to determine optimum feeds and speeds for the materials worked and operations performed. Must be able to interpret drawings pertaining to work in his classification.

#### MANITOWAC OPERATOR

Operates Manitowac 3900 crane. Has working knowledge of spreaders, slings, chokers and other tackle as to strength and placement on loads. Lifts, moves and places loads, exercising care for the safety of other employees, material, property and equipment. Receives general instructions from foreman but uses some initiative and judgment as to procedure and method of movements. Receives guidance by signal from other workers but is responsible for seeing that these signals can be safely followed. Performs routine maintenance on cranes which he operates and recognizes and reports any need for maintenance, repair, or replacement.

#### MATERIAL DISPATCHER

Identifies material from drawings, bills of material and/or cutting lists. Gathers this material from stock or from storage after preparatory operations and delivers it to the points of assembly in the sequence required to meet assembly schedules. Must be able to interpret drawings, bills of material and cutting lists and know the sequence of assembly of at least those components which occur most frequently in our products. Works with a minimum of supervision.

#### MATERIAL HANDLER I

Has working knowledge of structural shapes, materials, fasteners, and other hardware. Identifies material from drawings, bills of material and cutting lists. Gathers this material from stock or from storage after preparatory operations and delivers it to the points of assembly in the sequence required to meet assembly schedules. Must be able to interpret drawings, bills of material, cutting lists, requisitions, and pick lists and know the sequence of assembly of at least those components which occur most frequently in our products. Interprets purchase orders, packing lists, freight bills and receives, unloads and stores materials. Gather and package items for shipment per shipping component lists and miscellaneous shipping instruction. Prepares pick lists from drawings. Has working knowledge of shop schedules in order to pick and stage materials and parts for shop requirements. Works with a minimum of supervision.

#### MATERIAL HANDLER II

Has working knowledge of structural shapes, materials, fasteners, and other hardware. Identifies material from drawings, bills of material and cutting lists. Gathers this material from stock or from storage after preparatory operations and delivers it to the points of assembly in the sequence required to meet assembly schedules. Must be able to interpret drawings, bills of material, cutting lists, requisitions, and pick lists and know the sequence of assembly of at least those components which occur most frequently in our products. Interprets purchase orders, packing lists, freight bills and receives, unloads and stores materials. Gather and package items for shipment per shipping component lists and miscellaneous shipping instructions. Works with a minimum of supervision.

#### PETTIBONE OPERATOR I

Operates mobile hydraulic cranes. Must be familiar with slings and chokers as to strength and placement on loads. Must lift and move loads without endangering other employees, material, property or equipment. Receives general instructions from foreman or yard leadman but uses some initiative and judgment as to procedure and method of movements. Frequently receives signals from other workers but must use own judgment as to whether such signals can be safely followed. Performs routine maintenance on crane which he operates. Shall have sufficient knowledge of machine and tackle to know safe load limits and to recognize any need for maintenance, repair, or replacement.

#### PETTIBONE OPERATOR II

Operates mobile hydraulic cranes. Must be familiar with slings and chokers as to strength and placement on loads. Must lift and move loads without endangering other employees, material, property or equipment. Works under strict guidance or instructions from foreman or yard leadman. Should have sufficient knowledge of machine and tackle to know safe load limits and to recognize any need for maintenance, repair or replacement.

#### PIPE FABRICATOR

Reads, interprets, and fabricates from all simple or complex drawings associated with coil fabrication normally performed by the Company. Performs layout, fitup, and weldout of all types of coil assemblies, including structural supports or attachments with the highest degree of quality and proficiency.

Interprets weld procedures and adjusts welding equipment of all processes to the correct voltage and amperage setting for the specific electrode or wire to be used. Tack-welds all fitups in a workman-like manner. Performs final welding in all positions, and straightens heat warped materials and assemblies.

A.S.M.E. specification qualified or meets other requirements applicable to coil welding. Identifies materials, prepares for welding, and welds carbon steels, alloy steels, and stainless steel tubes, pipes or fittings.

Demonstrates outstanding knowledge, quality, productivity, attitude, initiative, dependability and performance.

Makes any layouts required in coil or drum fabrication. Operates torch equipment, manual or automatic for cutting or beveling. Operates plasma cutting machine, carbon-arc gouging equipment, and tube beveling machine. Manually grinds pipe bevels, performs fitup to dimensional tolerances, and braces as required. Performs weldout of carbon and alloy steels in accordance to ASME specification in all applicable positions for the following weld processes: submerged-arc weld; shielded metal-arc weld; gas tungsten-arc weld; and flux-core weld.

Performs the above job skill requirements in confined or restricted spaces.

#### PIPE WELDER I

Reads, interprets, and fabricates from all simple or complex drawings, associated with coil fabrication normally performed by the Company. Performs layout, fitup, and weldout of all types of coil assemblies, including structural supports or attachments and is familiar with, and able to meet the applicable quality requirements.

Interprets weld procedures and adjusts welding equipment of all processes to the correct voltage and amperage setting for the specific electrode or wire to be used. Tack-welds all fitups in a workman-like manner. Also, performs final welding in all positions, and is able to straighten heat warped materials and assemblies.

A.S.M.E. specification qualified or meets other requirements applicable to coil welding. Identifies materials, prepares for welding, and welds carbon steels, alloy steels, and stainless steel tubes, pipes or fittings.

Makes any layouts required in coil or drum fabrication. Operates torch, equipment, manual or automatic, for cutting or beveling. Operates tube beveling machine, and manually grinds pipe bevels, performs fitup to dimensional tolerances, and braces as required. Performs weldout of carbon and alloy steels in accordance to ASME specification in all applicable positions for the following weld processes: submerged-arc weld; shielded metal-arc weld; gas tungsten-arc weld; and flux-core weld.

Performs the above job skill requirements in confined or restricted spaces.

#### PIPE WELDER II

Reads, interprets, and fabricates from simple drawings associated with coil fabrication normally performed by the Company. Tack-welds all fitups in a workman-like manner and performs final welding in all positions.

A.S.M.E. specification qualified or meets other requirements applicable to coil welding. Prepares materials for welding and fitup prior to final welding of carbon steels, alloy steels, and stainless steel tubes, pipes or fittings.

Makes simple layouts required in coil or drum fabrication. Operates torch equipment, manual or automatic, for cutting or beveling. Operates tube beveling machine. Manually grinds pipe bevels, performs fitup to dimensional tolerances, and braces as required. Performs weldout of carbon and alloy steels in accordance to ASME specification in all applicable positions for the following weld processes: submerged-arc weld; shielded metal-arc weld; gas tungsten-arc weld; and flux-core weld.

Performs the above job skill requirements in confined or restricted spaces.

#### PREP I

Interprets drawings quickly and accurately, selects, measures and marks material or prepares templates for cutting, punching, forming or otherwise prepares for the most economical subsequent fabricating operations. Must have sufficient practical knowledge of shop math and of tabulated or calculated information applicable to this work. Must have sufficient knowledge of shop operations to determine appropriate tolerances. Must be able to identify all the types of materials used in the shop, and is capable of setting up and operating all prep department equipment efficiently and within their respective allowable tolerances. Accuracy is essential.

#### PREP II

Interprets drawings quickly and accurately, selects, measures and marks material. Must have sufficient practical knowledge of shop math and of tabulated or calculated information applicable to this work. Is capable of setting up and operating prep department equipment efficiently and within their respective allowable tolerances. Accuracy is essential.

#### STRESS RELIEVER I

Has some knowledge of the properties of chrome, chrome moly and chrome nickel steels and a thorough knowledge of stress relieving and heat treating procedures applicable to these materials. Is thoroughly familiar with the stress relieving equipment used at the shop. Sets up and loads furnace or applies and connects electric stress relieving equipment. Determines, controls and records the correct time temperature cycle to obtain specified hardness and ductility using standard stress relieving charts, then removes the charge from the furnace or removes the electric heating units and insulation from the work. Works from specifications, drawings and charts without the assistance of supervisory personnel.

## STRESS RELIEVER II

Sets up and carries out a complete stress relieving operation including loading the furnace or applying electric heating equipment. Determines, controls and records the correct time temperature cycle to obtain specified hardness and ductility using standard stress relieving charts then removes the charge from the furnace or removes the electric heating units and insulation from the work. Works from specifications, drawings and charts with assistance as required from supervisory personnel.

## STRUCTURAL WELDER I

Welds by the electric arc method using stick, gas or flux-shielded wire, semi-automatic, automatic, button or stud welding equipment on carbon, alloy or stainless steel plate, sheet, shapes, castings or other parts included in fabricated steel work. Interprets drawings and welding symbols, selects the correct welding electrode and adjusts the welding machine to make the welds specified. Operates arc air gouging equipment. Must produce welds which are acceptable in strength and appearance in flat, horizontal and vertical positions using stick or gas-shielded wire welding procedures. Cleans welds between passes by chipping, grinding or brushing where required. Must judge proper setup for welding. Must know and apply welding sequences which will prevent excessive shrinkage or distortion.

## STRUCTURAL WELDER II

Welds by electric arc method using stick, gas or flux-shielded wire, semi-automatic, automatic, button or stud welding equipment on carbon, alloy or stainless steel, plate, sheet, shapes, castings or other parts included in fabricated steel work. Interprets drawings with some assistance from supervisor. Interprets welding symbols, selects the correct welding electrode and adjusts the welding machine to make the welds specified. May operate arc air gouging equipment. Must produce welds which are acceptable in strength and appearance in flat, horizontal and vertical positions using stick or gas-shielded wire welding procedures. Should be able to judge proper setup for welding with some assistance from foreman.

## TOOL AND STOCK ROOM CLERK I

Stores and issues small tools and records their issuance showing the person to whom issued, the date of issue and the date of return. Checks each tool returned to the crib to see that it is in good condition. Makes minor repairs to power tools and sharpens drills and chisels, replaces tool handles, etc. Stores factory supplies and small stock items of product material. Maintains an adequate stock of such supplies and items by requisitioning quantities consistent with rate of use.

## TOOL AND STOCK ROOM CLERK II

Stores and issues small tools, factory supplies and small stock as described above. May assist the Tool and Stock Room Clerk I with inventory control and tool repair as directed.

## TUBE ATTACHMENT WELDER TIG

Welds attachments to tubes by the electric arc method using GTAW, SMAW, gas or flux-shielded wire, semi-automatic, automatic, button or stud welding equipment on carbon, alloy or stainless steel plate, sheet, shapes, castings or other parts included in fabricated tubular elements. Interprets drawings and welding symbols, selects the correct welding electrode and adjusts the welding machine to make the welds specified. Operates arc air gouging equipment. Must efficiently produce welds which are acceptable in strength and appearance in flat, horizontal, vertical and overhead positions using stick or gas-shielded wire welding procedures. Cleans welds between passes by chipping, grinding or brushing where required. Must judge proper setup for welding. Must know and

apply welding sequences which will prevent excessive shrinkage or distortion, and control heat input to avoid burning through the tube wall.

#### TUBE ATTACHMENT WELDER

Welds attachments to tubes by the electric arc method using SMAW, gas or flux-shielded wire, semi-automatic, automatic, button or stud welding equipment on carbon, alloy or stainless steel plate, sheet, shapes, castings or other parts included in fabricated tubular elements. Interprets drawings and welding symbols, selects the correct welding electrode and adjusts the welding machine to make the welds specified. Operates arc air gouging equipment. Must efficiently produce welds which are acceptable in strength and appearance in flat, horizontal, vertical and overhead positions using stick or gas-shielded wire welding procedures. Cleans welds between passes by chipping, grinding or brushing where required. Must judge proper setup for welding. Must know and apply welding sequences which will prevent excessive shrinkage or distortion, and control heat input to avoid burning through the tube wall.

#### TUBE BEND OPERATOR

Sets up and operates a hydraulic tube bender from tube layout drawings. Selects and installs suitable bending dies and mandrel, and correctly adjusts them to accommodate the materials to be bent and the bend to be made. Operator must be able to make full-scale bend layout templates, calculate bend stretch/radial growth, and perform ovality, wall reduction and visual bend-quality testing. Maintains bender and tooling in good working order.

#### TUBE PREP

Interprets drawings quickly and accurately, selects, measures and marks tubular material. Operates torch, equipment, manual or automatic, for cutting or beveling. Operates saws, swager, tube beveling machine and manually grinds tube/pipe bevels and taperbores to dimensional tolerances.

Must have a general knowledge of all tubular prep operations to be sufficiently capable of setting up and operating tubular department equipment efficiently and within their respective allowable tolerances. Accuracy is essential.

#### TUBULAR ASSEMBLER I

Identifies parts, assembles, fits and tack welds any kind of work performed to produce tubular elements/pendants without assistance of supervisory personnel. Capable of design, layout, and assembly of element jigs and/or fixtures necessary to produce tubular elements efficiently within their allowable tolerances. Flame-cuts, heats, hammers, jacks or shapes parts to make them fit properly. Tack welds or directs tack welding of each tubular assembly or sub-assembly as required to preserve its dimensional accuracy and make it safe for handling pending final welding. Works to drawings, templates, jigs and/or fixtures. Interprets drawings and bills of material quickly and accurately. Is skilled in the use of the tools used in the assembly of tubular elements/pendants and associated work within the dimensional tolerances permitted in such work.

#### TUBULAR ASSEMBLER II

Identifies parts, assembles, fits and tack welds any kind of work performed to produce tubular elements/pendants with occasional assistance from a supervisor. May do simple layout work to keep the job progressing. May flame-cut, heat, hammer, jack or shape parts to make them fit properly. Tack welds or directs tack welding of each tubular assembly or sub-assembly as required to preserve its dimensional accuracy and make it safe for handling pending final welding. Works to drawings, templates, jigs and/or fixtures. Interprets drawings and bills of material quickly and accurately. Can use all tools generally used in the assembly of tubular element/pendant work within the dimensional tolerances permitted in such work.

YARD LEADMAN

Acts as leadman of yard crews performing operations such as unloading, moving, handling, loading or tying down materials. Works from cutting lists or packing lists. Is responsible for correct and orderly storage of materials placed by his crew and for keeping the yard in good order.

**EXHIBIT A**

Agreement Dated November 30, 2009

RATE RANGES BY CLASSIFICATION AND DATE

CLASSIFICATION	FIRST FULL PAYROLL PERIOD AFTER					
	12/1/09		12/1/10		12/1/11	
	RANGE		RANGE		RANGE	
Assembler I	15.32	17.57	15.63	17.92	16.02	18.37
Assembler II	11.25	15.27	11.48	15.58	11.77	15.97
AutoTig Welder I	15.32	17.57	15.63	17.92	16.02	18.37
AutoTig Welder II	11.97	15.27	12.21	15.58	12.52	15.97
Brake Operator I	15.32	17.57	15.63	17.92	16.02	18.37
Brake Operator II	11.19	15.27	11.41	15.58	11.70	15.97
CNC Burntank I	14.66	16.94	14.95	17.28	15.32	17.71
CNC Burntank II	10.85	14.61	11.07	14.90	11.35	15.27
CNC 5-Axis Burner I	15.32	17.57	15.63	17.92	16.02	18.37
CNC 5-Axis Burner II	11.25	15.27	11.48	15.58	11.77	15.97
CNC Drill I	14.66	16.94	14.95	17.28	15.32	17.71
CNC Drill II	10.85	14.61	11.07	14.90	11.35	15.27
Crane Operator	13.92	18.10	14.20	18.46	14.56	18.92
Fabricator I	17.70	18.18	18.05	18.54	18.50	19.00
Fabricator II	13.37	17.65	13.64	18.00	13.98	18.45
Finisher I	14.66	16.94	14.95	17.28	15.32	17.71
Finisher II	10.85	14.61	11.07	14.90	11.35	15.27
Fork Lift/Tractor Op Helper	10.54	15.06	10.75	15.36	11.02	15.74
	8.35	10.99	8.35	11.26	8.35	11.54
Hydro Test I	14.43	16.28	14.72	16.61	15.09	17.03
Hydro Test II	10.85	14.38	11.07	14.67	11.35	15.04
Inspector I	16.33	18.10	16.66	18.46	17.08	18.92
Inspector II	12.15	16.28	12.39	16.61	12.70	17.03
Insulator I	14.66	16.61	14.95	16.94	15.32	17.36
Insulator II	10.85	14.61	11.07	14.90	11.35	15.27
Layout I	15.80	18.10	16.12	18.46	16.52	18.92
Layout II	11.71	15.75	11.94	16.07	12.24	16.47
Layout Leadman	14.13	18.48	14.41	18.85	14.77	19.32
Machinist I	15.58	18.10	15.89	18.46	16.29	18.92
Machinist II	11.25	15.53	11.48	15.84	11.77	16.24
Maintenance I	15.58	18.10	15.89	18.46	16.29	18.92
Maintenance II	11.25	15.53	11.48	15.84	11.77	16.24
Manitowac Operator	13.92	18.10	14.20	18.46	14.56	18.92
Material Dispatcher	12.15	15.98	12.39	16.30	12.70	16.71
Material Handler I	16.03	17.57	16.35	17.92	16.76	18.37
Material Handler II	11.71	15.98	11.94	16.30	12.24	16.71
Pettibone Operator I	14.43	16.28	14.72	16.61	15.09	17.03
Pettibone Operator II	10.85	14.38	11.07	14.67	11.35	15.04
Pipe Fabricator	18.15	18.63	18.51	19.00	18.97	19.48
Pipe Welder I	17.02	18.10	17.36	18.46	17.79	18.92
Pipe Welder II	12.94	16.97	13.20	17.31	13.53	17.74
Prep I	14.49	16.94	14.78	17.28	15.15	17.71
Prep II	11.25	14.44	11.48	14.73	11.77	15.10
Stress Reliever I	14.43	16.28	14.72	16.61	15.09	17.03
Stress Reliever II	10.85	14.38	11.07	14.67	11.35	15.04
Structural Welder I	14.66	17.06	14.95	17.40	15.32	17.84
Structural Welder II	10.85	14.61	11.07	14.90	11.35	15.27
Tool Room Clerk I	14.22	15.98	14.50	16.30	14.86	16.71
Tool Room Clerk II	10.85	14.17	11.07	14.45	11.35	14.81
Tube Attach Welder TIG	14.66	17.31	14.95	17.66	15.32	18.10
Tube Attach Welder	14.07	17.06	14.35	17.40	14.71	17.84
Tube Bend Operator	12.23	17.57	12.47	17.92	12.78	18.37
Tube Prep	11.25	14.44	11.48	14.73	11.77	15.10
Tubular Assembler I	15.32	17.57	15.63	17.92	16.02	18.37
Tubular Assembler II	11.25	15.27	11.48	15.58	11.77	15.97
Yard Leadman	11.15	16.61	11.37	16.94	11.65	17.36