



# AGREEMENT

*between*

**ABT, INC.**

*and*

**LOCAL UNION No. 154**

*of the*

**INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS,  
IRON SHIPBUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS**



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**December 1, 2004 to November 30, 2009**



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## **AGREEMENT**

This Agreement made and entered into as of the first day of December, 2004 by and between ABT, Inc. (hereinafter referred to as the "Corporation") and LOCAL NO. 154 INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS FORGERS AND HELPERS (hereinafter referred to as the "Union") witnesseth:

### *Purpose and Scope*

It is the intent and purpose of the parties hereto set forth herein the basic regulations covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedures for the prompt and equitable adjustment of alleged grievances to the end that there shall be no interruptions or impeding of work, work stoppages, strikes, lockouts or other interference with the production during the term of this Agreement.

## **ARTICLE I**

### *Recognition*

SECTION 1. The term "employee" as used in the Agreement applies to all production and maintenance employees of the Corporation (excluding office and factory salaried employees), for whom the (Union) is or may be, during the term of this Agreement, certified by the National Labor Relations Board as the exclusive collective bargaining representative.

SECTION 2. All employees of the Corporation who are covered by this Agreement shall as a condition of continued employment, become members of the Union upon the Union's request on or after the ninetieth (90th) working day from the beginning date of their employment or the execution date of this Agreement, whichever is later. All present members of the Union shall maintain their membership in good standing as a condition of employment.

SECTION 3. Employees shall be regarded as probationary employees until they have worked for the Corporation within the bargaining unit described and set forth in Section 1 of this Agreement, a total of ninety (90) working days and shall be considered eligible for all benefits of this Agreement after ninety (90) working days. However, should any probationary employee be discharged or laid off, the Corporation shall be under no obligation to re-employ such person. It is expressly agreed that the Corporation may in its sole discretion terminate a probationary employee for any reason. When employees have completed the probationary period, they shall have a plant wide seniority status beginning with the date of employment within the bargaining unit and their continuous service shall commence as of such date.

SECTION 4. There shall be no discrimination against any employee because of his membership or non-membership in the Union or because of his race, color, creed, national origin, sex, or age.

SECTION 5. On the date of hiring, the Employer shall introduce the new employee to the

Union Steward, and the new employee shall report his name, address and other information necessary to the Steward.

## **ARTICLE II**

### ***Seniority***

SECTION 1. (A) Seniority is length of continuous service in the employ of the Corporation.

(B) In all cases of promotion (except to positions excluded in Section 1 of Article I), demotion or increase or decrease in forces, ability/skill to perform the work and continuous service shall be considered. However, only if ability/skill to perform the work is equal, shall length of continuous service be the determining factor.

In case of layoff or reduction in the work force, an employee to be laid off may elect to take the layoff or to displace an employee with less seniority in an equal or lower classification, provided that at the time of layoff, such employee possesses the skill and ability to perform the duties of the job into which he asserts the right to "bump", and seniority shall be the controlling factor.

In exercising seniority to "bump" from one classification to another in time of layoff, senior employees will do so immediately and will be given a trial period in which to prove their ability to perform the work required. This period may vary in length depending upon the type of work involved, but in no case shall it exceed thirty (30) working days.

(C) All promotions shall be made known to the Local Shop Steward. Any employee, who wishes to have an opportunity to advance to any opening, shall make known his wishes in writing to the Shop Superintendent. The employee's ability to perform the job and seniority will be reviewed by the Corporation and the decision made on this basis.

(D) Continuous service shall be broken by any of the following:

1. Voluntary quitting.
2. Discharge or termination for just cause, or suspension or leave of absence, which continues for more than six (6) months.
3. Absence because of disability incurred in the course of employment which continues for more than three (3) years, provided however, that an employee injured in the course of his employment shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable or three (3) years from the date of such injury, whichever is sooner.
4. Failure to report for work as scheduled within three (3) working days after receipt of written notice of recall, sent by telegram or certified mail, to the last known address of employee.
5. An employee shall notify the Corporation of a change of address and/or phone numbers (including cell phone for emer-

gency work) within three (3) calendar days.

6. Failure to report for work as scheduled within five (5) days of date of discharge by a physician in the case of absence because of disability incurred in the course of employment.
7. Employee shall be required to sign work rules. Violation of established work rules shall be just cause for termination. See work rules (page 34).

(E) When an employee fails to report for work when scheduled, without notifying the Corporation or properly designated authority in advance of the time scheduled to report, the Corporation has the right to give warning for the first offense and take disciplinary action if the practice continues.

(F) Employees shall call in prior to the established starting time of the shift for which they are scheduled to phone numbers designated by the Company in the event said employee is unable for any reason to report for work in accordance with the times requested on the work schedule.

(G) A doctor's excuse will be required if any employee misses five (5) or more consecutive days.

SECTION 2. Except in the case of an Act of God or in a situation beyond the control of the Corporation, every effort shall be made to give at least two (2) days notice to an employee who is to be laid off.

SECTION 3. Any employee, who has given long and faithful service and has become unable adequately to perform the duties of his job, may be given such work, as he is able to perform at a rate commensurate with the work he performs.

### **ARTICLE III**

#### ***Hours and Overtime***

SECTION 1. The regular work week shall consist of five (5) days of eight (8) hours, Monday through Friday, inclusive. The regular workday shall be from 7:00 a.m. to 3:30 p.m. and 3:30 p.m. to 12:00 midnight unless a mutual agreement is reached on some other starting and/or quitting time.

Five (5) minutes before the regular quitting time shall be allowed to the employees for cleaning up and an additional five (5) minutes will be allowed for putting away of tools. This applies only to those men using multiple tools that day.

(A) When only one (1) shift is employed, a regular workday shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours, between 7:00 a.m. and 3:30 p.m. and the regular workweek shall consist of forty (40) hours.

(B) When two (2) shifts are employed, a regular work day for the first shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours between 7:00 a.m. and 3:30 p.m. and a regular work week for the first shift shall consist of forty (40) hours, and

the regular work week for the second shift shall consist of forty (40) hours.

(C) When three shifts are employed, a regular work day for the third shift shall consist of seven (7) consecutive hours, inclusive of the lunch period, with pay for eight (8) hours, and the regular work week for the third shift shall consist of thirty-five (35) hours.

(D) The second and third shifts respectively, if any, shall immediately follow the preceding shift.

(E) Monday through Friday shall constitute the regular workdays and regular workweek. Any work performed between shifts without an eight (8) hour break will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) or at premium time.

(F) Any employee required to work over ten (10) consecutive hours on any one (1) work day shall be granted a one-half ( $1/2$ ) hour lunch period at the completion of eight (8) hours without pay. This period can be waived at the discretion of the Corporation and the employees scheduled to work this period.

SECTION 2. Time and one-half ( $1\frac{1}{2}$ ) the regular straight time rate shall be paid for all hours of work:

(A) In excess of eight (8) hours a day

(B) In excess of forty (40) hours in a work week or

(C) On Saturday.

1. To receive time and one-half ( $1\frac{1}{2}$ ), on a

Saturday, an employee, if absent from work during that particular week, must submit a Doctor's excuse, if not he will be paid at the straight time rate.

(D) On Sunday, if employee exercises his option to work for time and one-half ( $1\frac{1}{2}$ ).

(E) On Sunday, if sixth day, will be worked at time and one-half ( $1\frac{1}{2}$ ).

SECTION 3. Double the regular straight time rate shall be paid for all hours of work.

(A) In excess of twelve (12) hours in a day or in excess of ten (10) hours on Saturday, or Sunday when worked as a time and one-half ( $1\frac{1}{2}$ ) day.

(B) On Sunday when worked as the seventh (7th) consecutive working day.

SECTION 4. There shall be no duplication of overtime payments for the same hours worked under any of the provisions of this Agreement, and to the extent that hours of work are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining the applicability of overtime rates under any other provision.

(A) Holidays shall be paid at two and one-half ( $2\frac{1}{2}$ ) times the regular straight time rate.

SECTION 5. An employee shall receive pay for eight (8) hours at his regular hourly rate for eight (8) holidays as follows:

1. New Year's Day
2. Good Friday

3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Floating Holiday

An employee must work the scheduled working day preceding and following the holiday to be eligible for pay. If the holiday falls in the vacation period or during the weekend the employee must report for the scheduled working days before and after the vacation period or weekend. If an employee is unable to work on the day before a holiday the Corporation will not withhold the holiday pay provided the employee presents a valid reason for missing work. The intent of this clause is to prevent excessive absenteeism before a holiday and is not intended to punish any employee who has a justified absence.

SECTION 6. Employees reporting for work on order from the Corporation will be paid for two (2) hours for reporting to work if there is no work available which they are qualified to do. The Corporation will make a reasonable effort to notify an employee when not to appear for work, but every employee to be eligible for reporting pay must provide reasonable facilities by which he may be reached by telephone or in some equivalent way. Except in situations beyond the control of the Employer, employees properly reporting for work shall receive two (2) hours pay at their scheduled rate unless previously notified by the Corporation not to report.

When an employee starts work after the lunch period and is sent home before the end of the second period, he shall receive eight (8) hours pay. This does not apply if the employee goes home on his own accord.

SECTION 7. An employee reporting for work in accordance with the provision of Section 6 of this Article may be assigned to other work in the event his regular job is not available.

## **ARTICLE IV**

### ***Vacation***

It is agreed that vacations are granted by the Corporation to afford a period of rest to employees who have been constantly employed.

SECTION 1. (A) Eligible employees who have attained the length of continuous credited service indicated below as of the anniversary date of their employment will be entitled to a vacation during that year according to the following schedule.

#### **Credited Service Years**

<b>As of Anniversary Date</b>	<b>Weeks of Vacation</b>
<b>1 but less than 3.....</b>	<b>1</b>
<b>3 but less than 12.....</b>	<b>2</b>
<b>12 and over.....</b>	<b>3</b>

(B) A week of vacation shall consist of seven (7) consecutive days. The total vacation hours shall be forty (40) hours for one (1) week, eighty

(80) hours for two (2) weeks, one hundred twenty (120) hours for three (3) weeks.

(C) Time factor for vacation eligibility in any calendar year as of the employee's anniversary date of employment is credited hours. Eighteen hundred (1800) hours for a full vacation. Thirteen hundred and fifty (1350) hours for three-fourths (3/4) vacation. Nine hundred (900) hours for one-half (1/2) vacation. Four hundred and fifty (450) hours for one-fourth (1/4) vacation.

(D) Credited hours used to compute eligibility are:

1. Hours worked
2. All consecutive days off due to an illness or injury in excess of three (3) weeks. In the occurrence of extended illness or injury an employee shall receive a maximum of four hundred (400) credited hours if the period extends beyond a ten (10) week period.
3. If laid off for three (3) months or less an employee shall receive a maximum of four hundred (400) credited hours if the period extends beyond a ten (10) week period.
4. All holidays and vacation days shall be counted as days worked.
5. For every five (5) unexcused absences, in a calendar year, the employee shall forfeit one (1) vacation day, for the following year.

(E) Vacations will be granted so far as is possible in accordance with the requests of the employees but the corporation may allow vacations in such a manner as to insure the orderly operation of the plant, adequate and continuous service to its customers or maintenance of the plant.

(F) All vacations shall be taken on consecutive days unless the Corporation and the employee agree upon a division of the vacation time.

(G) Vacation weeks shall be decided by seniority with each employee picking the first week, then each eligible employee the second week, then each eligible employee the third week. The Company reserves the right to restrict the number of skilled employees on vacation in any given week. A schedule of vacations will be established by the foreman to permit the employees to list their preferred times for vacation and in the event of a general plant shutdown for vacation the dates of the shutdown will be given at least sixty (60) days in advance to permit the employees to make plans for vacation. No provisions of this Article shall be construed in a manner to obstruct the rights of the Corporation to manage the plant and schedule operations most efficiently. In the event a plant shutdown is scheduled and for reasons beyond the Corporation's control it needs to be changed, every effort will be made to accommodate those employees who have scheduled their vacation. In the event a plant shutdown is scheduled some employees may be required to work during the shutdown period for maintenance purposes. A valid effort will be made to provide a schedule

by the end of the year, for the vacation schedule of the upcoming year. Requests for vacation time will be distributed in advance to employees. These requests shall be submitted to the Company by the first day in February, and posted according to seniority and department. In the event of a scheduled plant shutdown, employees with only one (1) week of vacation eligibility will be excluded.

(H) An employee on layoff status has the right to request his vacation pay during a layoff period or hold until their scheduled vacation.

(I) An employee who is fired for just cause shall forfeit all vacation privileges and claims.

(J) An employee who quits without two (2) weeks notice shall forfeit all vacation privileges and claims.

(K) An employee who quits with proper notice shall receive his vacation pay earned to the date of termination, provided the employee has worked eight hundred (800) hours in the current year from his anniversary date.

## **ARTICLE V**

### ***Bereavement Pay***

SECTION 1. In the event of a death in the immediate family-consisting of mother, father, brother, sister, wife or child – an employee shall be entitled to pay at straight time for regular working days on which he would otherwise have worked on which he is absent from work and which are

within three (3) days following the date of death of such member of the immediate family.

SECTION 2. An employee shall be entitled to pay at his straight time rate for a regular working day on which he would otherwise have worked on the day of the funeral of his or her grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law.

## **ARTICLE VI**

### ***Jury Duty***

If the employee working actively in the employ of the Corporation is called for jury duty, the Corporation recommends that he make every effort to perform his duties as a citizen and that he serve. In order to permit his doing this without undue hardship, the Corporation agrees to compensate such employee for each scheduled working day on which he serves the difference between eight (8) times his straight time rate and the payment he receives for jury service. The employee shall present proof of jury service and the amount of pay received thereof.

## **ARTICLE VII**

### ***Shop Committee***

SECTION 1. The Corporation recognizes the importance of the Union's maintaining a local shop committee of regular qualified employees familiar with plant conditions. It is the responsibility of the Union to submit to the Corporation a list of names of employees on committees and

to keep the list of names current as changes are made. Said committee shall consist of not less than two (2) nor more than four (4) employees. These employees shall process grievances one-half (1/2) during regular working hours and one-half (1/2) on their own time and shall be paid at their regular straight time rate for time during working hours which they are reasonably required to spend in processing grievances in accordance with the procedure set forth in Article VIII, Section 1, Steps 1 and 2.

SECTION 2. The committee shall act in the capacity of a grievance committee and the names of the committee shall be posted on the Union bulletin board by the Union.

SECTION 3. The Corporation agrees to furnish an appropriate bulletin board for use by the Union.

## **ARTICLE VIII**

### ***Adjustments of Disputes***

SECTION 1. Should any difference arise between the Corporation and the Union or any member of the Union as to the intent or application of the provisions of this Agreement, there shall be no interruption or impeding of the work, work stoppage, strike or lockout on account of such differences but an earnest effort will be made to settle any such difference in the following manner. The Employer shall make every effort to answer the grievance within ten (10) working days from when the grievance has been filed.

### **Step 1.**

Between the employee alleging a grievance or at the option of said employee, a member of the shop committee and the immediate foreman of the employee.

### **Step 2.**

If the alleged grievance is not adjusted satisfactorily in Step 1, it shall be reduced to writing dated and signed by the grieving employee and a member of the shop committee or, if a Corporation grievance, by the Manager of Operations or other Corporation official. The alleged grievance shall then be taken up between the shop committee and the Works Manager or other Corporation officials at a meeting to be held within five (5) days after the decision in Step 1 or, if a Corporation grievance, after presentation of the written grievance to a member of the shop committee. Two (2) copies of the alleged grievance shall be given by the shop committee to the Works Manager, or vice versa, as the case may be, at least two (2) days prior to said meeting. The Corporation or the shop committee, as the case may be, agrees to notify the shop committee or the Works Manager, as the case may be, of its decision within two (2) working days after the said meeting.

### **Step 3.**

If the alleged grievance is not adjusted satisfactorily in Step 2, the matter may be submitted to arbitration. Such appeal shall be taken within fourteen (14) days after receipt by the appealing party of the answer appealed from and shall be made in writing to the person or group from

whose answer the appeal is taken. Such appeal shall be referred to an arbitrator appointed by mutual agreement of the Corporation and the Union. In the event that the Corporation and the Union are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service may be requested by either party, to submit a list of five (5) persons qualified to act as arbitrators. Upon receipt of said list, representatives of the Union and the Corporation shall alternatively strike off the name of one (1) person until one (1) remains, who shall be requested to serve as arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Corporation and Union. The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and only insofar as shall be necessary to the determination of such difference, the determination of the arbitrator shall be in writing and shall be final and binding upon the parties. The arbitrator shall have no authority to add to, subtract from, alter or modify in any manner, any of the provisions of this Agreement.

## **ARTICLE IX**

### ***Safety and Sanitation***

SECTION 1. All work in the plant shall be performed under safety conditions, which conform to Pennsylvania and Federal Regulations governing such work. All safety equipment deemed necessary by the Corporation Safety Committee must be worn during working hours. Toilet and washrooms will be put in a dry, clean and sanitary

condition, furnished with soap and paper towels, and the Union and the employees shall cooperate in maintaining cleanliness. An employee failing to comply with safety regulation shall be subject to disciplinary action by the Corporation.

## **ARTICLE X**

### ***Wages***

SECTION 1. The regular hourly rates for the performance of various jobs as set forth below represent minimum rates and the Corporation shall have the right in its discretion to pay a higher rate to any employee or employees designated by it.

### **JOB CLASSIFICATION AND RATES (As of December 1, 2004)**

	<b>Per Hour</b>
Rate 1 – Tig Welders, First Class Bender .....	\$16.17
Rate 2 – Entry Tig Welders, Specialty Mig Welders, Second Class Benders, Speciality Equipment Users.....	15.16
Rate 3 – Mig Welding, Third Class Benders, Top Rate Laborers.....	13.65
Rate 4 – Welder Trainee, Second Class Laborer.....	12.13
Rate 5 – Top Benders Helper Rate and Third Class Laborer .....	10.60
Rate 6 – Entry Level Benders Helper/Entry Level Laborer.....	9.08

**JOB CLASSIFICATION AND RATES  
(As of December 1, 2005)**

	Per Hour
Rate 1 – Tig Welders, First Class Bender .....	\$16.70
Rate 2 – Entry Tig Welders, Specialty Mig Welders, Second Class Benders, Specialty Equipment Users.....	15.65
Rate 3 – Mig Welding, Third Class Benders, Top Rate Laborers.....	14.09
Rate 4 – Welder Trainee, Second Class Laborer.....	12.52
Rate 5 – Top Benders Helper Rate and Third Class Laborer.....	10.94
Rate 6 – Entry Level Benders Helper/Entry Level Laborer .....	9.38

**JOB CLASSIFICATION AND RATES  
(As of December 1, 2006)**

	Per Hour
Rate 1 – Tig Welders, First Class Bender .....	\$17.24
Rate 2— Entry Tig Welders, Specialty Mig Welders, Second Class Benders, Speciality Equipment Users.....	16.16
Rate 3 – Mig Welding, Third Class Benders, Top Rate Laborers.....	14.55
Rate 4 – Welder Trainee, Second Class Laborer.....	12.93
Rate 5 – Top Benders Helper Rate and Third Class Laborer.....	11.30
Rate 6 – Entry Level Benders Helper/Entry Level Laborer .....	9.68

**JOB CLASSIFICATION AND RATES  
(As of December 1, 2007)**

	Per Hour
Rate 1 – Tig Welders, First Class Bender .....	\$17.80
Rate 2 – Entry Tig Welders, Specialty Mig Welders, Second Class Benders, Specialty Equipment Users.....	16.69
Rate 3 – Mig Welding, Third Class Benders, Top Rate Laborers.....	15.02
Rate 4 – Welder Trainee, Second Class Laborer.....	13.35
Rate 5 – Top Benders Helper Rate and Third Class Laborer.....	11.67
Rate 6 – Entry Level Benders Helper/Entry Level Laborer.....	9.99

**JOB CLASSIFICATION AND RATES  
(As of December 1, 2008)**

	Per Hour
Rate 1 – Tig Welders, First Class Bender .....	\$18.38
Rate 2 – Entry Tig Welders, Specialty Mig Welders, Second Class Benders, Specialty Equipment Users.....	17.23
Rate 3 – Mig Welding, Third Class Benders, Top Rate Laborers.....	15.51
Rate 4 – Welder Trainee, Second Class Laborer.....	13.78
Rate 5 – Top Benders Helper Rate and Third Class Laborer.....	12.05
Rate 6 – Entry Level Benders Helper/Entry Level Laborer.....	10.31

Employees when sandblasting, by hand, shall receive seventy-five cents (\$.75) above their established rate. Night shift differential – thirty-five cents (\$.35) per hour.

## **Duties Within Classifications**

**Rate 1** – Bender must be able to receive any job the Company is awarded, set machine up and bend to completion, which includes emergency jobs.

Welders must be able to weld using any process and is expected to produce at a pace and quality equal with top rate welders.

**Rate 2** – Tig Welder initial qualification, – not at a pace or quality of top rate welders.

Mig Welder must be able to certify using any and all Mig Welding processes.

Bender can set up simple bending jobs, including emergency jobs, and produce at a rate on par with top rate benders.

Mechanics must be able to use all machines in shop including swage operation, CNC Burning, hot bending tables and all rolling or forming equipments.

**Rate 3** – General Mig Welding, fillet welds, includes panel machine and element spacer welding.

Bending Machine Operator, fillet welds, which includes panel machine and spacer welding.

Panel straightening and laying-out of panels, tanks, etc., for cut and bevel or burning.

**Rate 4** – Maintenance Welding entry-level general mig welding ID/OD beveling, painting, burning and hand tool operations.

SECTION 2. (A) An employee following his attainment of ten (10) years as of his anniversary date of employment of continuous service shall receive a wage increase of five cents (\$.05) per hour.

(B) An employee following his attainment of fifteen (15) years as of his anniversary date of employment of continuous service shall receive a wage increase of ten cents (\$.10) per hour.

(C) An employee following his attainment of twenty (20) years as of his anniversary date of employment of continuous service shall receive a wage increase of fifteen cents (\$.15) per hour.

SECTION 3. Duties/work within the classifications shall consist of the above stated rate language. Current employees will be given the first opportunity to bid on higher rate jobs when jobs are available.

Section 4. A helper or helpers shall be furnished on all work where necessary for safety and assistance.

The Corporation agrees that, under the foregoing, it will not attempt to eliminate jobs or mechanics by the assignment of helpers to perform such work.

## **ARTICLE XI**

### ***Mechanic, Welder, Layer-Outer Program***

SECTION 1. In order that an adequate supply of competent skilled craftsmen shall be available at all times, the Corporation and the Union agree that a specific apprenticeship and training program has been formulated and accepted by both parties, and is part of this Agreement, per Article XX. The adopted program conforms to labor standards.

## **ARTICLE XII**

### ***Discharge***

SECTION 1. Employees who are discharged from the service of the Corporation shall receive their wages and personal property in full within twenty-four (24) hours if possible.

## **ARTICLE XIII**

### ***On the Job Injuries***

Employees required to take time off from their employment during working hours to secure treatment because of injuries arising out of and in the course of their employment, shall receive pay for such time, plus actual expenses incurred in making trips, if any, from the shop to a hospital or doctor's office and the return trip, if any, which have been approved by the Corporation.

## **ARTICLE XIV**

### ***Protective Clothing***

SECTION 1. Welders and burners are to be supplied with the following protective garments, if necessary: gloves, sleeves, jacket, hood, flash goggles and leggings. All shop men are to be issued work gloves.

SECTION 2. Employees shall sign receipts for the above articles and be responsible for same. In order to be issued new gloves or other of the above articles, the old or worn item(s) must be handed in.

SECTION 3. Prescription safety working glasses will be purchased by the Corporation from the Corporation's suppliers for employees. One (1) pair maximum every year, from an employer approved provider. Employees will pay for their examinations and specifications and/or prescriptions. If an employee chooses to purchase his own safety glasses the Company will reimburse him an amount equal to what the Corporation would normally pay for safety glasses.

## **ARTICLE XV**

### ***Shop Pusher and Foreman***

#### **SECTION 1. Shop Pusher**

Shop pusher shall receive fifty cents (\$.50) above the employee's current rate for work performed within his classification.

(A) **Duties of Pusher**

1. Pusher shall be responsible for employees assigned to him and shall interface with shop supervision.
2. The pusher shall be responsible for the work performance and the quality of work of those employees immediately under his supervision.
3. A pusher shall have the authority to recommend disciplinary action with the employees under his supervision.
4. A pusher shall be required to attend periodic meetings with shop supervision.
5. A pusher shall be made aware of schedules and assist in the implementation of schedules.

**SECTION 2. Shop Foreman**

Under no circumstances shall the Shop Foreman be permitted to do any production or maintenance work, which may result in the displacement or replacement of an employee in the shop. It is also understood that the Shop Foreman may direct, instruct or assist when not displacing or replacing an employee.

**ARTICLE XVI**

***Retirement Fund Contribution***

For each employee covered by this Agreement, the Corporation shall contribute to the Boilermakers Local 154 Retirement Fund the following:

(A) Effective December 1, 2004 – \$1.30 per each hour worked.

(B) Effective December 1, 2004, monies allocated to the Retirement Fund will commence one (1) year after hire date.

(C) All fringe benefits will be paid on holidays and vacations. Said contributions shall be made on or before the fifteenth (15th) day of the month following the one in which the employee has worked.

The parties to this Agreement incorporated by reference the terms and conditions of the Trust Agreement and Plan Document during the term of this contract.

Contributions shall be remitted on a monthly basis to the Administrators of the Local 154 Retirement Fund whose present name and address is:

Gem Group  
1200 Number Three Gateway Center  
Pittsburgh, Pennsylvania 15222.

**ARTICLE XVII**  
***Health Insurance,***  
***Sick and Accident Benefits***  
***and Life Insurance***

SECTION 1. The Corporation will provide all hourly employees with health insurance during the term of this Agreement, and the Corporation shall assume all future costs during the term of this Agreement.

(A) After five (5) years of service, the Corporation agrees to pay fifty percent (50%) of the employee's spouse and/or dependents' health insurance premium.

(B) After seven (7) years of service, the Corporation agrees to pay one hundred percent (100%) of the employee's spouse and/or dependents' health insurance premium.

SECTION 2. (A) If an employee has equal or better health insurance coverage through an insurance plan provided by an Employer of the employee's spouse during the term of this agreement, an employee may elect not to participate in the ABT, INC. plan and shall be compensated at the following rates:

Family coverage: \$1000.00 per year

Single coverage: \$ 400.00 per year

These rates will be payable on a pro-rated monthly basis.

(B) Participants who elect the additional compensation in lieu of health benefits must verify proof of coverage under another health plan.

(C) An employee will be eligible to apply for re-enrollment in the ABT, Inc. plan on the first of each month during the terms of the agreement.

(D) All covered participants and all new hires must verify dependent eligibility, and provide the Corporation with all information concerning any other health care coverage they may be eligible for or covered by. This includes any insurance coverage available through the employee's spouse or dependent. Based on the coverage avail-

able, the Company shall have the opportunity to evaluate and reimburse the employee the cost associated with the spouse or dependents, obtaining the insurance from another source if it results in savings to the Corporation. The employees shall be required to fill out a form indicating any other coverage available to them or their spouse or dependents. This review will be reviewed on an annual basis at the time of the health coverage renewal. All covered employees must fill out the Coordination of Benefits Questionnaire being provided by ABT, Inc.

(E) For those employees who remain covered under the ABT, Inc. plan and also have coverage under a spousal plan all benefits shall be coordinated and not duplicated. In addition to non-duplication of benefits under this Agreement, an employee's insurance coverage shall be coordinated with similar coverage provided by other employers to employee's spouse, to the end that a covered occurrence shall be indemnified only once to the extent provided herein, with primary coverage apportioned in accordance with normal insurance standards. It is further understood that the insurance benefits set forth shall be provided upon execution of a proper application by each eligible employee and acceptance by the carrier in accordance with normal insurance standards. The hospitalization-surgical coverage will be provided to each employee who does not have equal or better coverage through an insurance plan provided by another employer to the employee's spouse.

(F) All employees will be provided with health insurance under the terms of this Agree-

ment with ABT, Inc. contributing a ninety-percent (90%) payment of the premium and the participating employee contributing a ten-percent (10%) co-payment of the premium.

SECTION 3. (A) Short Term Illness – Every employee shall receive two (2) days sick leave per year and shall be compensated at his current rate of pay for eight (8) hours per day, during the term of this Agreement. The employee must produce a doctor's certificate, dated the day of the occurrence, as proof of illness to qualify for above benefits, without exception. The Corporation has the right to waive the doctor's certificate requirement at its discretion.

(B) Long Term Illness – Every employee shall be entitled to ten (10) days sick leave a year, with regular pay, during the term of this Agreement. The first five (5) days of absence caused by a sickness shall not be compensated for. The employee must produce a doctor's certificate as proof of sickness to qualify for above benefits. The corporation shall be permitted to have an employee examined by its doctor, if or when questions arise regarding authenticity or application for sickness benefits.

SECTION 4. The Corporation will provide all hourly employees sick and accident benefits of \$250.00 per week. For any sickness or injury otherwise not compensated for under the terms of this Agreement, starting on the third week of any such occurrence up to a maximum of twenty-six (26) weeks.

SECTION 5. The Corporation will provide all hourly employees Life Insurance of \$10,000.00 in accordance with the insuring agency.

## **ARTICLE XVIII**

### ***Assignment of Overtime***

There shall be no discrimination in the assigning of overtime work and overtime shall be allocated as equitable and practicable among the employees qualified to perform the work in question, it being understood that employees assigned to perform a job during the regular work hours shall also be assigned to overtime work if any is required on that job. When, in the opinion of the Corporation, it is necessary to work overtime, employees entitled to such work, as hereinabove provided, shall be given eight (8) hours advance notice hereof, except where unforeseen conditions arise that make the eight (8) hour notice impossible. The employees shall be expected to work a reasonable amount of overtime except for good and sufficient cause. When the Corporation knows a job requires overtime, the Corporation will make every effort to assign the most senior and qualified employee(s) from the start of the job. Employees refusing to work overtime on a continued basis will be subject to discipline by the Corporation. However, the schedule for overtime should be given with reasonable consideration reflected upon an individual's health and safety.

## **ARTICLE XIX**

### ***Dues***

Local 154 shall furnish to the Corporation cards voluntarily signed by the employee, stating what his dues and assessments are and that he agrees to have them deducted from his wages.

In exchange, the Corporation will deduct the dues twelve (12) times a year, from the pay period following and falling closest to the first of the month.

The monthly dues charge changes as per the International Constitution and the Local Lodge By-Laws. The Corporation will be notified accordingly by the Union to ensure proper deductions.

Every effort will be made to forward the money before the end of the next two (2) weeks pay period, but inadvertent delays caused by clerical vacations and periodic overload of clerical facilities are understood and accepted by the Union.

## **ARTICLE XX**

### ***Training Program***

A training program is established for the purpose of training qualified shop employees.

The Corporation will have the right to employ trainees from time to time at an entry-level position. The rates of pay for these trainees will be as follows:

- 1<sup>st</sup> Level 2000 hours at 60% of mechanic rate
- 2<sup>nd</sup> Level 2000 hours at 70% of mechanic rate
- 3<sup>rd</sup> Level 2000 hours at 80% of mechanic rate
- 4<sup>th</sup> Level 2000 hours at 90% of mechanic rate

The Corporation may at its discretion progress an employee at a faster rate if the employee demonstrates he has attained a higher level of proficiency.

At the completion of 2000 hours each trainee will be reviewed. If he has not attained a skill level required to progress he must be terminated.

At no time will a trainee remain at a level beyond 2000 hours.

The Corporation reserves the right to hire qualified employees at the full wage rate of the classification hired.

No trainees will be hired until all current employees have been recalled from the layoff lists.

## **ARTICLE XXI**

### ***Functions of Management***

(A) The Corporation shall have the right to determine the extent of its operations at all job sites including, but not limited to the selection of the kind of materials, supplies or equipment used in the production of the work, the right to plan, direct and control job site operations, and hire.

(B) The Corporation shall have the right to determine the number of men to be assigned to any operation and to the operation of any equipment, and to change such numbers from time to time at its discretion.

(C) The above statement of management rights shall not waive any of management's prerogatives not herein expressed, nor shall it limit rights of the Union either in law or by contract.

## **ARTICLE XXII**

### ***Rest Period***

A fifteen (15) minute break or rest period shall be granted to the employees, without reduction in pay, beginning two (2) hours and twenty (20) minutes after the start of each shift.

## **ARTICLE XXIII**

### ***Leave of Absence***

Leave of Absence may be granted to an employee by the Corporation subject to notification to the Union, when so granted.

## **ARTICLE XXIV**

### ***Cost of Living***

The cost of living clause is dormant for the period of this contract.

## **AGREEMENT**

This Agreement will be effective from December 1, 2004 thru November 30, 2009 and shall continue from year to year thereafter unless one party has given the other written notice of not less than sixty (60) days prior to said expiration date of any anniversary date thereof of a desire to terminate this Agreement.

## WORK RULES

1. All men will be at their appointed stations and ready to work at the starting time, otherwise he will be considered tardy.
2. There will be no visiting around the shop during work hours.
3. Alcohol and drugs are prohibited during working hours. Any employee under the influence of the above will be discharged.
4. Any employee caught stealing, will be prosecuted to the fullest extent and discharged from ABT Inc.
5. All accidents must be reported immediately to the Shop Superintendent or Office Manager, the same day of the accident.
6. Excessive tardiness and absenteeism will not be tolerated. Disciplinary action will be taken by the Shop Superintendent.
7. In the event an employee has to leave the shop at any time, it is the employee's responsibility to notify the Shop Superintendent or Office Manager.
8. An employee shall notify the Corporation of a change of address and/or phone number (including cell phone for emergency work) within three (3) calendar days.
9. All employees are required to fill out a daily time sheet.
10. Any employee who voluntarily agrees to be scheduled for weekend or holiday work and does not report as scheduled, and does not call off with a valid excuse, and practice continues, and then disciplinary action will be taken.

11. Cleaning your work area will be five (5) minutes before designated quitting time and an additional five (5) minutes will be allowed for putting away of tools. This applies only to those men using a multiple of tools that day. Wash-up time will be no earlier than five (5) minutes before your designated quitting time.
12. A reasonable work performance shall be required from each employee or they will be subject to disciplinary action.
13. All safety equipment deemed necessary by the Corporation Safety Committee must be worn during working hours.
14. No cellular telephones or pagers on shop floor during working hours.

Failure to abide by these rules will result in disciplinary action as follows:

<i>First Offense</i>	Verbal
<i>Second Offense</i>	Written
<i>Third Offense</i>	Time Off/Lay-Off notification, when applicable, at Shop Superintendent's discretion.
<i>Fourth Offense</i>	Termination

I have read the above working rules and agree to abide by them accordingly.

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Employee Signature

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Date

In Witness Whereof the Corporation and the Union have, by their duly authorized representative executed this Agreement the day and year first above written.

**ABT, INC.**

**JOHN BAVER**

**GEORGE W. ZECH**

**JAMES ZECH**

**BOILERMAKERS**

**LOCAL UNION NO. 154**

International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers

**RAYMOND C. VENTRONE**

*Business Manager*

**DANIEL J. QUINN**

*Business Agent*

**MATTHEW KIFFER**

*Committee Member*

**GARY WILLOCHELL**

*Committee Member*

## ADDENDUM

Concerning Outside Field Construction, this Agreement does not affect same. However, there will be times it is understood, by mutual consent, with the Business Manager and ABT, Inc. that there will be Boilermaker employees sent out to work in the field from the shop. There will also be an agreement made for Low Pressure Boilers for certain jobs. In competing with non-union companies not being bid under the prevailing wage rate, a three-fourth percentage ( $3/4\%$ ) of Outside Construction Boilermaker rates will be considered. It is further understood that any ABT, Inc. employee who does not wish to go out into the field and work will not be forced to do so.

It is further understood that if at some point in time that there are Outside Field Construction Boilermakers carried on as permanent employees of ABT, Inc. their respective seniority will be carried in the shop. As of now, individuals being sent out from the shop their respective seniority will not prevail for outside construction work. However, consideration will be given if their respective qualifications deem it so.

It is also noted from time to time, ABT, Inc. requires manpower from the Outside Field Construction referral list to work in the shop. These manpower requirements will be supplied providing these individuals are not taking the place of the actual shop work force, however, consideration will be given to individual skills.

**ABT, INC.**

**JOHN BAVER**

**GEORGE W. ZECH**

**JAMES ZECH**

**BOILERMAKERS**

**LOCAL UNION NO. 154**

International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers

***FOR THE UNION***

**RAYMOND C. VENTRONE**

*Business Manager*

**DANIEL J. QUINN**

*Business Agent*

**MATTHEW KIFFER**

*Committee Member*

**GARY WILLOCHELL**

*Committee Member*

***FOR THE CONTRACTOR***

**JOHN BAVER**

**GEORGE W. ZECH**

**JAMES ZECH**