

ARTICLES OF AGREEMENT

BETWEEN

C.G. JOHNSON BOILER COMPANY

AND

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

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(Hereinafter referred to as the "Company")

AND

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

ARTICLE I. RECOGNITION

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

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

ARTICLE II. HOURS OF WORK

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

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

Section 3. Any employee who reports for work by order of the Company or reports for work on his regular shift without prior notice from the Company not to do so, or who is not put to work,

or who works less than two (2) hours shall be given a minimum of two (2) hours pay. This allowance of two (2) hours pay shall not be paid in case work is prevented by reason of strikes, riots, accidents, floods, power breakdown, or causes beyond the Company's control. When an employee is called out for work outside of his regularly scheduled working hours, after leaving the job, he shall be compensated for actual time worked and one and one-half (1-1/2) times his regular rate of pay, but shall receive a minimum amount of at least two (2) hours straight time pay regardless of the amount of time actually worked, but the premium pay herein provided shall not be pyramided on weekly overtime premium work.

ARTICLE III. HOLIDAYS, HOLIDAY PAY, AND VACATIONS

Section 1. All regular employees shall receive eight (8) straight time hours pay for the following holidays not worked:

NEW YEAR'S DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY
EMPLOYEE'S BIRTHDAY	FLOATING HOLIDAY

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

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

Section 3. Overtime payment shall not be duplicated for the same hours worked under any terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under any other provision.

Section 4. Employees shall receive one (1) week paid vacation after one (1) year of continuous employment, two (2) weeks vacation (1 week paid and 1 week not paid) after two (2) years of continuous employment, and three (3) weeks vacation (1 week paid and 2 weeks not paid) after three (3) years of continuous employment.

Section 5. Vacation will begin to accrue after an employee has completed a ninety (90) day probationary period.

ARTICLE IV. WAGE SCALES

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

Section 2. Hourly Rates of Pay

Boilermaker Foreman – Fifty cents (\$0.50) above Boilermaker rate.

Boilermaker – Effective June 1, 2008 – \$22.40 – \$23.05

On every job of two (2) or more days duration outside the Omaha area, where two (2) or more men are assigned, and where the Shop Foreman is not on the job, a foreman shall be designated and the foreman so designated shall receive fifty cents (\$0.50) per hour over the Boilermaker wage rate. The Employer may pay a rat of fifty cents (\$0.50) under the above rates for the first sixty (60) days of employment (trainee rate not applicable).

BOILERMAKER TRAINEE/APPRENTICE:

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

*It is agreed that 1000 hours worked is equal to one six (6) month period.

In order for an employee to be eligible for the above wage increase, he must appear before a review board comprised of one member of management and the Shop Steward. A review board shall determine the employee's qualifications for advancement.

Section 2(a). Any employee working a night shift will be paid an additional twenty-five cents (\$0.25) per hour above applicable scale.

Section 3. The Missouri River Basin Agreement will be applicable under the following conditions as far as the rate of pay is concerned:

1. On all smokestack work using ten (10) gauge or heavier steel.
2. On any steam plant where the boiler has a capacity of 40,000 pounds of steam per hour or above.
3. On all new installation work.
4. On any field assembled boiler, excluding cast iron sectionals.
5. On any government job where the requirements are listed in connection with the contract with the government.
6. On any power plant where we have previously worked and where the Missouri River Basin rate was paid.

ARTICLE V. PAY DAY

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

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

ARTICLE VI. WELDING TESTS

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

ARTICLE VII. TRAVEL TIME, TRANSPORTATION, AND SUBSISTENCE

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

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

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

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

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

ARTICLE IX. SENIORITY

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

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

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

ARTICLE X. GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 2. (a) The nature of any such grievance must first be reduced to writing prior to the consideration of the grievance between the aggrieved employee and his Foreman (the Steward shall be present upon employee's request). Grievances shall be submitted within at least ten (10) working days of the occurrence.

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

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

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

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

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

ARTICLE XI. MANAGEMENT, DISCIPLINE, AND DISCHARGE

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

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

Section 3. Temporary employees may be discharged at the sole discretion of the Company without the right of appeal. Regular employees shall be discharged only for just cause. Drunkenness, the use of intoxicating liquors on the job, tardiness, gross insubordination, willful disobedience to any reasonable and proper instructions not in conflict with this Agreement, dishonesty, incompetence, excessive or unreasonable absenteeism, or violation of any of the provisions of this contract shall be grounds for discharge, but the enumeration of these grounds shall not preclude the Company from discharging, suspending, demoting, or otherwise disciplining employees for other proper causes. It is specifically understood that the Company's failure to discipline or discharge an employee for any of the above mentioned acts or for the violation of Company rules or for other conduct meriting discipline or discharge, shall not be considered a waiver of the Company's rights to discipline or discharge such employee for similar future conduct or violations.

ARTICLE XII. MEDICAL TREATMENT AND EXAMINATION

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

ARTICLE XIII. NATIONAL ANNUITY TRUST

Effective June 1, 2008, the Employer shall pay into the Boilermakers National Annuity Trust the sum of five dollars (\$5.00) per hour worked for the employer by all employees who are covered by this agreement.

The Employer agrees to and shall be bound by the provisions of Appendix "B" attached hereto relating to said Annuity Trust.

ARTICLE XIV. INSURANCE

The Employer agrees to pay 100% of health insurance coverage for the employee only. If an employee desires coverage for dependents, said employee shall be responsible for the cost of such coverage.

ARTICLE XV. UNION DUES CHECK-OFF

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

ARTICLE XVI. AGREEMENT QUALIFICATIONS

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

ARTICLE XVII. LIMITATION OF CONTRACT

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

Section 2. This Agreement shall become effective June 1, 2008 and shall remain in full force and effect until midnight, May 31, 2009 and from year to year thereafter unless either party shall, at least sixty (60) days prior to any anniversary date thereof, notify the other party to this Agreement, in writing, of any proposed changes in this Agreement. In the event such notice is given, the parties shall meet not later than fifteen (15) days after the receipt of such notice, and shall continue negotiations without necessary delay.

Dated this 8th day of August, 2008.

FOR THE COMPANY:
C.G. JOHNSON BOILER COMPANY

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

Ronald H. Hill
GENERAL MANAGER

Randall W. Chase
BUSINESS MANAGER

APPENDIX "A"
AUTHORIZATION FOR CHECK-OFF FROM WAGES

I hereby authorize _____
(Name of Employer)

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

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

Executed this _____ day of _____, 20_____.

Employee's Signature

Employee's Clock Number

APPENDIX "B"

Section 1. In the Agreement to which this is an appendix, and in this appendix, the Boilermakers National Annuity Trust is referred to as the "National Annuity Trust", "Annuity Trust", or "Trust"; the Contractor is referred to as "Employer" and the contractors are referred to as "Employers"

Section 2. Employer agrees to be bound by the Trust Agreement entered into as of November 1, 1985, establishing the Boilermakers National Annuity Trust and by any amendments to said Trust Agreement, and to execute an individual acceptance of said Trust Agreement and amendments upon request of the Union.

Section 3. Payment of employer contributions to the National Annuity Trust in the amount specified in the Agreement to which this is an appendix shall be made on the dates and in the manner and form prescribed by the trustees of said trust; provided that no contributions shall be made prior to the receipt of such trustees of a ruling from the International Revenue Service to the effect that the trust plan under said trust qualifies under Section 401(a) of the Internal Revenue Code and that such trust is tax exempt under Section 501(a) of the Code; after receipt of such ruling, contributions shall be payable as of the effective date specified in the Agreement to which this is an appendix.

Section 4. Employer shall furnish the trustees with information such as the names of employees, classifications, social security numbers, hours worked, and such other information as may be required or deemed necessary by the trustees for the proper and efficient administration of the trust.

Section 5. Employer hereby authorizes and directs the committee named in this Agreement as representing the employers, and as to the future, the committee representing employers named in the then current Agreement successor to this Agreement with the Union or any Local thereof to do each and all of the following in his (Employer's) name and behalf, either individually or in conjunction with other employers covered by this Agreement:

- (a) Execute the Trust Agreement establishing the National Annuity Trust;
- (b) Exercise any rights, powers, and authority given or provided by said Trust Agreement or any amendments thereto, to elect, select, appoint, or to vote for one or more employer trustees and successor employer trustees of the trust and to remove or vote for or against the removal of any trustee of the trust;

- (c) Exercise any and all other rights in connection with or relating to the National Annuity Trust or the Trust Agreement, which are given the employer, either individually or together with other employers under said Trust Agreement.

In exercising or in not exercising the power and authorities herein granted, the committee shall act on and in accord with, but only on and in accord with, the vote of a majority of the then members of the committee. Having so acted, the committee may designate its then Chairman, alone or together with one or more of its members, or one or more other members of the committee, to vote or to execute any document on behalf of the committee and/or employer and/or all or some of the other employers covered by this Agreement.

Section 6. Employer hereby irrevocably designates the employer trustees appointed pursuant to said Trust Agreement, and their successors collectively as his (Employer's) representatives for the purpose set forth in said Trust Agreement.