

ARTICLES OF AGREEMENT

between

SHAMRAD METAL FABRICATORS, INC.

and

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS**

Effective November 1, 2008 - October 31, 2011

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ARTICLES OF AGREEMENT

THIS AGREEMENT made as of this 1st day of November, 2008, by and between SHAMRAD METAL FABRICATORS, INC. (hereinafter referred to as the "Employer"), Party of the First Part, and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, and its chartered affiliate, Lodge No. 83, (hereinafter referred to as the "Union"), Party of the Second Part, upon the following terms and conditions.

ARTICLE I UNION SECURITY

Section 1. Recognition. The Employer recognizes the Union as the sole bargaining agent for all of its shop and field repair employees in the performance of all work coming within the terms of this Agreement.

Section 2. Union Shop. New employees hired after the date of this Agreement are on probation with the Employer during the first 90 calendar days of their employment, and during that time the Employer shall have the right to dispense with their services with or without cause. At the end of the first 30 calendar days of their employment, if the Employer is satisfied that the employee does not need to complete the remainder of the probationary period, the Employer may place the employee on the permanent seniority list and waive the balance of the probationary period.

The Employer must require, as a condition of employment, membership of each employee in said Local Union, effective with respect to all new employees on or after the 30th calendar day following the beginning of such employment and effective with respect to all present employees 30 calendar days after the effective date of this Agreement.

ARTICLE II SCOPE OF AGREEMENT

Section 1. Field Construction Work. All field construction, erection, rigging, field fabrication, assembling and dismantling of all work coming under the trade claims of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, & Helpers, shall be paid for and erected in accordance with the wages and working conditions established by the Local of the International which has jurisdiction over the area in which the work is to be performed.

Section 2. Building Trades Work. Building Trades scale of wages shall apply on all Building Trades jobs and on all work coming under Building Trades Agreement.

Section 3. Repair Work. Repair scale of wages shall be paid for any work away from the shop that is performed on any article or piece of equipment that requires a part replacement so as to keep or retain such article or piece of equipment as near as possible to its original design or condition at the time of its manufacture, and any alterations on low pressure boilers and auxiliary equipment.

Section 4. When employees are required to perform work away from the shop, the employer will send a minimum of two employees to perform such work. If such work is known to be at separate areas within the jobsite at the time of scheduling, then the employer will send a minimum of two employees to perform the work at each separate area.

**ARTICLE III
SHOP AND REPAIR WAGES**

Section 1. Shop Wages.

<u>Classifications</u>	<u>Effective 11/01/08</u>	<u>Effective 11/01/09</u>	<u>Effective 11/01/10</u>
Leadman	\$17.63	\$18.42	\$19.25
Mechanic I	\$16.56	\$17.31	\$18.08
Mechanic II	\$16.03	\$16.75	\$17.50
Semi-Skilled	\$13.10	\$13.69	\$14.30

(Semi-Skilled each six months will receive 25¢ increase until they reach Mechanic II rate of pay)

Section 2. Repair Wages. The following wages for Repair Work, as defined in Article II, Section 3, shall be paid in addition to the employees shop rate:

Mechanic I on that job - \$2.50

Mechanic II on that job - \$1.25

Semi-Skilled Employees on that job - \$1.25

**ARTICLE IV
SHOP WORK**

Shop work will consist of all work performed in the confines of the Employer's shops or adjacent yard areas.

ARTICLE V HOURS

Section 1. The regular work week shall consist of 40 hours, Monday through Friday, inclusive. The regular work day shall consist of 8 hours, with a 1/2 hour lunch period following the fourth hour. The regular work day shall begin at 7:00 A.M. and end at 3:30 P.M. The hours of the regular work day may be changed by agreement of the Company and the Union.

Section 2. There will be a paid 10 minute break during the middle of the first four hours of work and during the middle of the second four hours of work. Any employee who works two consecutive hours before or after his regular shift shall be allowed an additional paid ten-minute break for each such two hour period. This shall apply to all employees while working in the shop.

Section 3. No time will be made up for loss of time during the week, and no time will be worked on Saturdays and Sundays unless paid for according to overtime rates.

Section 4. Holidays, namely: New Years' Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day, shall be paid for at the rate of 2 hours for each hour worked. This will apply to Building Trades.

Section 5. Shop and Repair work shall be paid for at 1½ times the regular hourly rate of pay for each hour worked by an employee on any holiday other than Labor Day and Christmas Day, which shall be paid for at 2 times the regular hourly rate of pay for each hour worked. This is in addition to regular holiday pay.

ARTICLE VI HOSPITALIZATION

Section 1. The Employer will furnish the Community Health Plan Option 2 for all Employees, without the Point of Service benefit. Any increase or decrease in the premium during the contract shall be shared equally between the Employer and the Employees. The Employee portion shall be the average amount over the entire bargaining unit and shall be made by payroll deduction.

Section 2. Employees being paid under the provisions of Article II, Sections 1 and 2, shall have an additional \$.78 per hour deducted from the employee's paycheck during each pay period.

ARTICLE VII VACATIONS

Section 1. All regular employees covered by the terms of this Agreement shall receive vacation after 1 year employment on the basis of 40 hours at the regular rate of pay, after 3 years employment shall receive 80 hours at the regular rate of pay, after 10 years employment shall receive 120 hours at the regular rate of pay, after 20 years employment shall receive 160 hours at the regular rate of pay and after 30 years employment shall receive 8 hours pay for each additional year to a maximum of 40 additional hours . On January 1st and June 1st of each year the Company shall make available for posting the amount of vacation time available for each employee.

ARTICLE VIII PAID HOLIDAYS

Section 1. It has been agreed by the Employer that any employee who has completed 30 calendar days of employment prior to any holiday shall be paid at the regular rate of pay for the following holidays not worked: New Years Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and one personal holiday. The personal holiday may be selected by the employee subject to prior approval of the Employer.

Section 2. Should any of said holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of said holidays fall on Saturday, the preceding Friday shall be observed as the holiday; however, this arrangement may be modified by mutual agreement between the Employer and the Union. No work shall be performed on Labor Day except for the preservation of life and property.

ARTICLE IX OVERTIME

Section 1.

A. All work performed before or after the regular work day, or during the lunch period, and all day Saturday, on Shop and Repair work, shall be paid for at 1½ times the regular hourly rate for each hour worked. All work performed on Sunday shall be paid for at 2 times the regular hourly rate for each hour worked. In addition to regular overtime pay, employees shall be paid a premium of \$.78 per hour for all hours worked in excess of 40 hours per week.

B. All work performed on Building Trades work before or after the regular work day, Monday through Friday, and all day Saturday and Sunday, shall be paid in accordance with the provisions of the Local Agreement which has jurisdiction over the work performed.

C. During the months of June through September, employees in the shop may elect to start their regular workday (as defined in Article V) an hour early when overtime is scheduled. The early start time shall apply only to those employees scheduled to work the overtime. The election shall be made in the manner determined by the Union. The Union shall notify the company of the choice prior to the month of June.

Section 2.

A. The Company will endeavor to 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.

B. The Company will endeavor to 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, it shall notify the involved Employees as soon as reasonably practical.

**ARTICLE X
SHIFT WORK**

Section 1. The Employer may, at any time, establish extra shifts on the same job. In order for the additional work to be considered an extra shift, the work must continue for two or more consecutive days, weather permitting. Each extra shift shall be considered worked on the day when the shift begins and will be paid accordingly. Work performed outside of regular work hours, which does not constitute an extra shift, shall be considered worked on the actual calendar day when the work is performed, and paid for at the rate applicable for each day. The hours of employment for each shift shall not exceed 8 hours, and in case less than a full shift is worked, shall be paid at the rate of one and 1½ times the regular rate of pay for each hour worked.

Section 2. Employees working any shift other than their regular shift shall receive 50¢ per hour differential in addition to their regular or overtime pay.

Section 3. If an extra shift ends so that an employee on that shift fails to have 8 hours work on that shift or 8 hours work the following day, provided the following day is a regular work day, the Company will pay the remainder of the 8 hour shift and provide 8 hours work the following day or pay in lieu thereof at the applicable shop rate. The Company will allow at least 8 hours between the end of the extra shift and the start of scheduled work the following day. An employee failing to report for scheduled work the following day will not be paid under this provision.

**ARTICLE XI
FUNERAL PAY AND JURY DUTY**

Section 1. An employee, in case of a death in his immediate family, shall be granted time off to attend the funeral of the deceased and/or handle the necessary funeral arrangements, up to a maximum of 3 working days, and shall be paid his regular straight time hourly earnings for such lost time. Immediate family shall include the wife, husband, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law and father-in-law of the employee.

Section 2. Employees required to serve on a jury, who arrange in advance for such absence, shall be paid the difference between the straight time rate such employee would have received at work and the jury duty pay, to the extent such employee is required by jury service to be absent from work. No employee shall be eligible to draw jury duty pay from the Employer in excess of 5 work days per year. The Employer may require proof of jury service and the amount of jury pay received, and the Employer reserves the right to request the deferment of jury duty.

**ARTICLE XII
GRIEVANCE PROCEDURE**

The Employer and the Union mutually agree that prompt adjustment of grievances is desirable in the interest of sound labor relations. Accordingly, all grievances arising out of the terms of this Agreement shall be settled in accordance with the following procedure:

Section 1. No grievance shall be deemed to exist unless the procedure herein set forth has been followed and the time limits herein set forth complied with.

Section 2. The term "grievance" as used herein shall mean any complaint, disagreement or difference of opinion between any employee and the Employer that concerns the interpretation or applications of the provisions of this Agreement. Any employee claiming to have a grievance must bring such grievance to the attention of his foreman within 2 working days after the employee should have reasonably become aware of the grievance.

Section 3. If such employee, together with his Shop Steward and the foreman, are unable to resolve the grievance, the Union must, within 2 working days after presentation of the grievance to the foreman, reduce the grievance to writing and present the grievance to the Plant Manager.

Section 4.

A. If the Plant Manager and the Union are unable to resolve the grievance, then within 4 working days following presentation of the grievance to the Plant Manager, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. If the Employer and the Union are unable to agree upon one member of the arbitration panel, then the Union shall strike one name, the Employer shall strike one name, and so on until one name remains. The remaining member of the panel shall act as arbitrator and such grievance shall be submitted to him for decision.

B. The arbitrator shall hold a hearing on the grievance within 15 days from the date of his selection, and shall render a written decision on the merits within 15 days after the close of the hearing.

C. The arbitrator shall have no authority to change, modify, add to or take away from the terms and provisions of this Agreement, or to determine any issue or consider any subject not covered by this Agreement. The arbitrator shall further have no authority to consider grievances involving recognition of the Union, wage rates, matters reserved exclusively to the Employer by this Agreement, discipline or discharge of any employee for violation of any provision of this Article, or any rights of management not specifically dealt with by the express provisions of this Agreement.

D. Decisions of the arbitrator shall be in writing and shall be final and binding on all parties hereto. The expenses incident to the services of the arbitrator shall be shared equally by the Employer and the Union.

Section 5. The time limits specified herein shall be followed in all respects. Failure to follow any time limit specified herein with regard to any grievance shall constitute a waiver of such grievance, unless the time limits specified herein have been extended by mutual written agreement of the parties.

Section 6. During the terms of this Agreement, the Union shall not cause nor engage in any strike, walk-out, slowdown, work stoppage, picketing, or any other activity which interferes with the Employer's operations in any manner. The Employer may discharge or discipline employees who violate any provision of this paragraph and such action shall not be subject to review under the grievance procedure. The Employer agrees that it will not lock out any of its employees during the term of this Agreement. Neither the Union nor any of its officers or representatives shall be held liable for any damages resulting from unauthorized or "wild cat" strikes not called, directed or ratified by them unless they fail to use their best efforts to bring about a cessation of any such unauthorized or "wild cat" strike.

**ARTICLE XIII
REPORTING FOR WORK**

When employees report to work as scheduled, they shall receive a minimum of 4 hours of work or pay in lieu thereof at the appropriate wage rate, unless the Employer is unable to furnish work due to mechanical failures or breakdown or any other cause that cannot be controlled by the Employer, in which event they shall be paid at the applicable rate for: (1) not less than 2 hours pay, (2) the time actually worked, or (3) the time required to remain on the job, whichever is greater. When the employee quits or lays off, payment will be made for actual time worked. When employees are called back to work, or called to work on unscheduled hours, they shall receive a minimum of 2 hours pay at the applicable rate.

**ARTICLE XIV
BONUS WORK**

Employees are not allowed to do bonus or bit work, nor to contract for work with the Employer or any other person.

**ARTICLE XV
COMMITTEE OR STEWARD**

The employees working in shops or on a job reserve the right to appoint a committeeman for each shop or job, who is to take up any grievance that may arise from time to time, and if the grievance cannot be satisfactorily settled by the committeeman and the Employer, then the Business Representative shall be called for the purpose of adjustment. No discrimination shall be shown by the Employer against the committeeman.

**ARTICLE XVI
TRAVEL TIME, TRANSPORTATION, AND SUBSISTENCE**

Section 1. On all jobs performed outside of the shop, employees shall be paid their rate of pay for time spent traveling to the job at its beginning and from the job at its completion. In addition:

A. If the Employer requires the employee to return from the job on the day the job is completed, the employee shall be paid for the travel time at the rate of pay (including overtime, if applicable) for that day.

B. If the employee is not required by the Employer to return from the job on the day the job is completed, but elects to do so, the employee shall be paid for the travel time at the rate of pay the employee would have received had the employee returned on the following day.

Section 2. For all jobs outside of the shop, the following provisions shall apply for transportation of employees:

A. On building and trades work within 30 miles of the shop, employees will be responsible for their own transportation.

B. On repair work within 30 miles of the shop, the Employer shall either furnish transportation for the employees or pay the employees who furnish their own transportation the maximum amount allowable under IRS guidelines per mile for each trip between the shop and the job over the most direct, main-traveled route. Employees who are required to report to the shop before traveling to such jobs and/or return to the shop will be paid from the time they arrive at the shop ready for work and/or return to the shop as the case may be.

C. On all building trades and repair work more than 30 miles from the shop, the Employer shall furnish transportation to the employees or pay the employees the maximum amount allowable under IRS guidelines per mile for traveling to the job on the day it begins and from the job on the day it is completed.

Section 3. For all jobs more than 30 miles from the shop, the Employer shall provide reasonable room and board for the duration of the job. If any employee elects to return home rather than remain overnight, then, in lieu of payment for room and board, the employee shall be paid the maximum amount allowable under IRS guidelines per mile for the number of miles from the shop to the job over the most direct, main-traveled route.

ARTICLE XVII RESERVATION

Section 1. The Union reserves the right to remove any employees from Building Trades jobs only should a request come from the Union or the Building Trades, and such action shall not be considered a violation of this Agreement.

Section 2. No employee shall be permitted to work for more than one employer without the permission of the Union Representative, and such permission shall not be granted when there are other members available who can perform the specific job. Should such permission be granted, it will be for these specific jobs only.

**ARTICLE XVIII
LEAVE OF ABSENCE**

Section 1. In compliance with the National Defense Program inaugurated by the United States Government and effective at once, employees engaging in military or naval service for the duration of the Defense Program or for the duration of war (should war be declared by the United States Government) will be granted leave of absence for the duration of such service, and will have their seniority rights preserved and be permitted to take up their same position, provided work is available and they return within 60 days following their discharge from such service, and provided further that such employees are physically and mentally able to perform the duties of their former job.

Section 2. The Employer may, for reasons acceptable to it, grant a leave of absence to regular employees for a period not to exceed 30 days. The employee may make application for and the Employer may grant reasonable extensions of such leaves of absence. An employee granted an extension beyond 30 days shall pay the insurance premium for the period of the extended leave. Employees shall not be paid for any holidays that occur during the leave of absence.

**ARTICLE XIX
SENIORITY**

Section 1. The term "seniority" shall be defined as length of continuous service with the Employer and as applied in the Agreement shall mean plant-wide seniority. If, due to lack of work, the Employer deems it necessary to reduce forces, the last employee hired shall be the first employee laid off, and in recalling, the last employee laid off shall be the first employee recalled, until the list of laid off employees is exhausted. Ability and dependability being relatively equal, seniority shall govern.

Section 2. An employee shall not lose seniority except as follows: (1) voluntarily quits, (2) discharged for just cause, (3) on layoff for a continuous period in accordance with the following schedule:

<u>Seniority to Date of Layoff</u>	<u>Period of Layoff Before Loss of Seniority</u>
Up to Five Years	12 Months
Five Years or More	24 Months

For those employees on layoff as of the effective date of this Agreement, the period of layoff shall be considered to have begun on the date the employee was actually laid off and not on the effective date of this Agreement.

Section 3. New employees shall not be considered regular employees until they have successfully completed their probationary period. Following the completion of their probationary period, they shall be considered regular employees with seniority dating to the first date of employment.

Section 4. Any employee transferred to a supervisory or managerial position outside the bargaining unit shall have his seniority frozen as of the date of transfer. He shall not accrue additional seniority nor suffer a loss of seniority while so employed by the Company. In the event of his return to the bargaining unit without a loss of seniority as provided in this agreement, the employee shall have the seniority he had on the date of his transfer out of the bargaining unit.

ARTICLE XX CHECK OFF

Section 1. The Employer shall, after receiving from an employee a properly executed and witnessed voluntary written assignment and authorization in the form as hereinafter provided, deduct such employee's current monthly union dues, initiation and reinstatement fees, in the amount established by the Constitution and By-Laws of the Union to which the employee has made such an assignment from his first pay period of each calendar month. Amounts withheld by the Employer pursuant to such assignments, along with a record of the names and classification of those for whom deductions are made, shall be transmitted to the Business Agent of the Union signatory hereto in whose favor said assignment has been made as soon as practicable after the date of the payroll from which the deductions are made.

Each of the aforesaid assignments shall be effective for a period of 1 year and shall continue thus in full force and effect from year to year thereafter, unless a written notice that it has been revoked is given to the Employer and the Union by the employee during the 15-day period immediately preceding any anniversary date of such assignment, or unless otherwise invalidated by reason of contractual changes between the Employer and the Union.

Coincident with the execution of this Agreement, the Union signatory hereto shall certify in writing and under seal to the Employer its current schedule of dues, initiation fees and reinstatement fees which the Employer shall observe until notified in like manner of changes therein.

The Union signatory hereto shall jointly and severally indemnify the Employer and hold it harmless against any and all suits, claims, demands, causes of action and liabilities of whatsoever kind and character that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the terms and provisions of this Article or in reliance upon any assignment, certificate or other instrument which shall have been furnished the Employer under the provisions hereof.

The form of assignment provided for under the terms and provisions of this Article shall be shown under Appendix A.

**ARTICLE XXI
AGREEMENT QUALIFICATIONS**

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

**ARTICLE XXII
SUB-CONTRACTED WORK**

The Employer shall be permitted to sub-contract any portion or all of its work at any time and without restriction, even though an incidental result thereof is reduction of the Employer's work force or maintenance of employees on lay-off; provided, however, the Employer will not sub-contract work for the sole purpose of permitting the Employer to lay off its employees.

**ARTICLE XXIII
PENSION**

Beginning on the effective date of this agreement, the contribution rate to the Boilermaker--Blacksmith National Pension Trust will be \$1.33 per hour. There shall be no further increase in the amount of the contribution.

The Trust Agreement relating to and governing the Boilermaker-Blacksmith National Pension Trust, which has been executed by the Employer, and all amendments thereto made in accordance with the provisions thereof, is a part of this Agreement as though affixed hereto.

**ARTICLE XXIV
SAFETY**

Section 1. The parties hereto recognize the importance of safety provisions in the plant for the welfare of the employees and the protection of the Company's property. The Company agrees to make reasonable provisions for the safety and health of such employees during the hours of their employment, and the Union agrees to promote safe working practices of all employees.

Section 2. A Safety Committee composed of 2 representatives from the Company and 2 representatives from the bargaining unit shall be established for the purpose of promoting safe working practices and eliminating unsanitary working conditions within the plant. The committee shall meet monthly, or more often if necessary, for the purpose of discussing safety and health problems. All such meetings will be held on Company time during regular working hours.

**ARTICLE XXV
NON-DISCRIMINATION**

The Company and the Union affirm full compliance with all Federal and State applicable non-discrimination laws.

**ARTICLE XXVI
REOPENING**

This Agreement shall remain in full force and effect until November 1, 2011. It shall remain in effect from year to year thereafter unless either party hereto elects to terminate this Agreement, in which event notice of such termination shall be given to the other party hereto in writing at least sixty days prior to such date of termination.

FOR THE COMPANY:

SHAMRAD METAL FABRICATORS, INC.

FOR THE UNION:

**INTERNATIONAL
BROTHERHOOD OF
BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS, LODGE
#83**

By: Jerry H. Campbell, President By: John E. Steward

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 Union 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 \$ _____ 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 becoming 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 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 1 year each or 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 20 days and not less than 10 days prior to the expiration of each period of 1 year or of each applicable collective Agreement between the Employer and the Union, whichever occurs sooner.

Executed at _____, this _____ day of _____, 200__.

EMPLOYEE'S SIGNATURE

EMPLOYEE'S CLOCK NUMBER