

**ARTICLES
OF
AGREEMENT**

WE-MAC MANUFACTURING COMPANY

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

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AGREEMENT

This Agreement is made and entered into this first day of June 2005, between the WE-MAC MANUFACTURING COMPANY, hereinafter referred to as the "Company", and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL LODGE NO. 83, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter referred to as the "Union".

WITNESSETH:

ARTICLE I. RECOGNITION, SCOPE AND PURPOSE

Section 1. The Company recognizes the Union as the sole and exclusive collective bargaining agency for all production and maintenance employees, in all matters relating to wages, hours of work and other conditions of employment. Building changes and major remodeling will not be considered as maintenance as that term is used herein.

Section 2. The following Company employees are specifically excluded from this bargaining agreement: All those on salaried basis, engineering, watchmen, office and clerical workers, salaried foreman, salesmen and company officials.

Section 3. The parties hereto recognize and agree that stability and improving wages and working conditions are essentially the result of harmonious relationship between the Company, its employees and the Union. The parties hereto further agree that competency and diligent cooperation on the part of all employees, plus competency and efficiency in management, are essential to continuing growth of the Company's operations. This Agreement is based upon mutual recognition of these factors and mutual cooperation to achieve those desired results.

Section 4. The provisions of this Agreement shall be applied without regard to race, religion, color, age, sex or national origin. It is further understood that the Union will cooperate with the Employer's policy of non-discrimination in all aspects of employment. Wherever the pronoun "he" appears, it shall be deemed to apply to both male or female employees.

ARTICLE II. UNION SECURITY

Section 1. All present employees and all newly hired employees shall become, and shall remain during the continuance of this Agreement or any extension thereof, members of the Union in good standing immediately following a 90 calendar day period from the

date of the signing of this Agreement, or the date of their hiring, whichever is the latter.

Section 2. Section 1 of this Article shall not apply to any worker employed in any state which prohibits or otherwise makes unlawful the requirement of membership in a Labor Organization as a condition of employment. However, if existing laws of the Federal Government and/or the State of Kansas should be repealed or amended so as to permit the parties hereto to make an agreement requiring membership in the Union as a condition of employment, the language of Section 1 of this Article shall, to the extent that such legislation permits, apply on the thirty- first (31st) day following the effective date of such legislation.

Section 3. The Company agrees to make payroll deductions for Union initiation fees and dues for each employee who authorizes, or who has authorized such deductions in the form set forth in Schedule "B" of the Appendix of this Agreement. These deductions shall be made for the then current month on the second pay period of each month and shall be promptly transmitted to the Financial Corresponding Secretary of Local Lodge No. 83, 5910 E. 86th Street, Kansas City, Missouri 64138.

ARTICLE III. SENIORITY

Section 1. In all cases of increase and decrease of forces and in filling vacancies, ability being sufficient, seniority shall apply.

Section 2. New employees shall not be considered regular employees until after ninety (90) calendar days from date of hiring. During this probationary period, they shall not be entitled to all the provisions of this Agreement and the Company shall have the sole right to the determination of their retention as employees. Following the completion of their probationary period, they shall be considered regular employees with seniority dating to their first date of full time employment.

Section 3. The application of seniority in a reduction of force shall be, first, within the classification or occupation and, second, on the basis of total Company seniority. Regular full time employees will be given preference regarding assignments of shifts.

Section 4. When an employee is transferred to another classification or occupation, he shall be paid his regular rate of pay or the rate of the job to which transferred, whichever is higher, but when transferred in the exercise of seniority in lieu of layoff, he shall be paid the rate of the job to which his

seniority entitles him. (This provision will be adhered to.)

Section 5. The Company will endeavor to give employees to be laid off or recalled at least three (3) days notice or more if possible.

Section 6A. An employee shall not lose seniority except as follows:

1. Voluntarily quits.
2. Discharged for cause.
3. Fails to return to work upon recall following layoff.
4. Laid off for a period of eighteen (18) consecutive months for those employees with five (5) years of seniority or less, twenty-four (24) consecutive months for those employees with more than five (5) years seniority without being recalled.

Section 6B. Break in Seniority. If an employee is off work for a period of six (6) months or more, it shall constitute a break in seniority and all company benefits will cease. A break in seniority can be due to a disability, worker's compensation injury, etc. This article will not affect the long-term disability insurance benefit.

When employee returns to work all benefits will re-start and seniority will continue.

Section 7. Leave of absence without pay and without seniority loss shall include time in Armed Forces, Reserves and National Guard. It is further agreed that should any member of the Union be elected or appointed to work for the Union, he shall be granted leave of absence by the Company for the duration of such service in either case.

Section 8. The Company shall furnish a revised seniority list to the Shop Committee or Steward and post on the Union "Bulletin Board" six (6) months from the date of the signing of this Agreement and every six (6) months thereafter.

Section 9. Part time or irregular employees are excluded from all seniority rights and all other benefits under the provisions of this Agreement.

Section 10. Job Posting and Bidding.

- A. The Employer shall post job vacancies for bid for a period

of forty-eight (48) hours exclusive of Saturdays, Sundays and holidays.

- B. The qualified senior employee who places his bid in or has an advanced bid in for a job which is posted during the forty-eight (48) hour posting period shall be given the job and the wage rate for the job.
- C. Employee's qualifications may be determined by previous experience on the job; technical school training, or other special preparation; attitude towards job and willingness to improve skill. The same standards shall be used for determining the qualifications of employees for all jobs.
- D. The Union requests that all job openings be posted forty-eight (48) hours in advance without being requested by the Steward or Shop Committee. The notice shall state that the job is permanent or temporary. The temporary job may be filled by a new or established employee for a period of not more than forty-five (45) days. At the end of this time it shall be considered a permanent job. It then must be posted for a period of forty-eight (48) hours again.
- E. In bidding for jobs, each individual can bid four (4) times a year. Any bid which is not accepted on a lateral basis will not count as a bid. Any bid which is cast upward or downward and disallowed shall be counted as a bid.
- F. The above provisions of Section 10 shall not be applicable when plant employment declines below sixteen (16) production employees.

ARTICLE IV. UNION COMMITTEE AND GRIEVANCE PROCEDURE

Section 1. The Union shall be represented by a Shop Committee of three (3) employees, selected by the Union employee-members. This committee shall function in the handling of all matters with the Company coming under this Agreement and in accordance with the grievance procedure outlined in Section 5 of this Article.

Section 2. The Union shall have a Steward in the Company's plant, who will be a member of the Shop Committee. Duties of the Steward will be to handle all matters with and for the employees having to do with their membership in the Union.

Section 3. The Union shall identify the members of the Shop Committee and the Steward by written certification to the Company.

Section 4. The Chairman of the Shop Committee shall be allowed to investigate grievances during working hours, provided any such investigation be as brief as possible and not create serious production problems and provided further that the foreman be notified accordingly. All time spent during working hours by the Shop Committee in negotiations, investigating grievances and handling grievances with the Company in accordance with the grievance procedure outlined in following Section 5 shall be without any loss of pay.

Section 5. Should any employee feel that he has been unjustly dealt with, or in the event of a difference of opinion as to the meaning, interpretation or application of the terms of this Agreement, there shall be no suspension of work by the Union or lockout by the Company, but such matter shall be taken up immediately in the following manner:

- A. Between the employee or employees involved and the foreman with the Chairman of the Shop Committee, if the employee or employees so desire. If the matter is not satisfactorily disposed of in the manner within eight (8) working hours, it shall
- B. be reduced to writing and signed by the employees or employee and/or a member of the Shop Committee and presented to the Shop Foreman by the Shop Committee for disposition. If not satisfactorily adjusted within sixteen (16) working hours in this step, it shall
- C. be presented to the Plant Manager by the Shop Committee for adjustment. If not disposed of satisfactorily within five (5) working days, the matter, at the request of either party, shall be submitted to arbitration.

Section 6. Should either party desire to process matters in dispute to the next step in the grievance procedure or to arbitration and fails to initiate such action within three (3) working days following the handling thereof in the last previous step, the matter shall be considered as settled on the basis of the proposals last made.

Section 7. The Arbitration Committee shall consist of three (3) members, one (1) selected by the Company, one (1) selected by the Union, and one (1) the Impartial Chairman, by the two (2) thus selected. If the first two (2) members of the Arbitration Committee are unable to agree upon the Impartial Chairman within two (2) working days, either party may request the United States Mediation and Conciliation Service to submit a list of five (5) arbitrators. From this list of five (5) arbitrators, the Company and the Union shall each strike two (2) and the remaining

arbitrator on this list shall be the Impartial Chairman.

Section 8. The majority decision of the Arbitration Committee shall be final and binding on both parties to this Agreement, including any monetary retroactivity or modification, and including seniority status and other employment rights of discharged or disciplined employees, provided, however, that no arbitration decisions may alter, enlarge or amend the scope and terms of this Agreement.

Section 9. Each party shall bear full expense of its own representative on the Arbitration Committee and share the expense of the Impartial Chairman.

Section 10. The Shop Committee shall have the right to have present and be represented by a Representative of the International Union and/or the Business Manager in any of the steps of the grievance procedure and arbitration.

Section 11. Any grievance presented to the Shop Committee in accordance with Section 5 hereto can only be disposed with the Shop Committee as a party to the disposition thereof.

ARTICLE V. HOURS OF WORK, OVERTIME AND HOLIDAYS

Section 1A. The regular work week shall consist of six (6) days commencing Monday morning and running through Saturday night. The normal hours of work will be 7:00 to 3:30 during the summer months and 8:00 to 4:30 during the winter months for five (5) consecutive days within each work week, drivers excepted. The time from 12:00 to 12:30 being a thirty (30) minute lunch period on the employees time. Changes in this work schedule can be arranged by mutual consent between the parties.

Section 1B. When circumstances warrant, the Company may establish a four (4) - ten (10) hour shift at the regular straight time rate of pay. Forty (40) hours per week shall constitute a week's work, Monday through Friday. Straight time rate is not to exceed ten (10) hours a day or forty (40) hours per week.

In order to establish this provision, it must be agreed to by both parties each effective week and must be plant-wide.

Section 2. Any employee reporting for work on any regular shift, or called to work after the start of any shift, shall be guaranteed two (2) hours of pay, unless work is not available due to circumstances beyond the control of the Company such as Acts of God, fire, flood, failure of utilities, work stoppages or because of failure of major equipment. If the employee starts to work, he

is guaranteed four (4) hours pay unless work is interrupted by one of the circumstances mentioned above and, in such cases, the Company retains the right to send the employees home without compensation except for the actual hours worked.

Section 2A. The Company agrees to make reasonable effort to notify employees when work is not available because of the aforementioned circumstances in Section 2 and agrees that if employee is not notified or if employee calls (collect) and is informed by the Company that work is available and upon reporting not given work, the employee shall receive two (2) hours pay.

Section 2B. The Company will give four (4) hours notice of daily unscheduled overtime. In the event the Company has less than four (4) hours notice of such unscheduled overtime requirements, it shall notify the involved employees as soon as reasonably practical. (This provision will be adhered to.)

Section 2C. The Company will give twenty-four (24) hours notice of weekly scheduled overtime and for Saturday and Sunday work. In the event the Company has less than twenty-four (24) hours notice of such scheduled overtime requirements or Saturday and Sunday work, it shall notify the involved employees as soon as reasonably practical. (This provision will be adhered to.)

Section 3. Overtime rate of time and one-half shall be paid for all work either prior to or after regular shift hours, for all work in excess of eight (8) hours per day and forty (40) hours per week, provided the employees were not absent during the week of their own volition. Absence because of proven injury or illness, reduced work schedule or excused absence shall not be considered of their own volition. Time paid but not worked, such as paid holidays and vacation, shall be counted toward the computing of overtime.

Section 3A. Truck drivers will be subject to hourly rules of the I.C.C. and overtime rate of one and one-half (1-1/2) will apply on all time after forty (40) hours in a work week instead of as stated in Section 3.

Section 4. Overtime rate of time and one-half shall be paid for all work performed on Sunday. No employee shall be required to work on Sunday except to preserve life or property.

Section 5. No employee shall be required to work on the following holidays except to preserve life or property:

New Years Day	Christmas Eve
Fourth of July	Christmas Day
Thanksgiving Day	Decoration Day

Friday after Thanksgiving Day
Labor Day
Personal Holiday (After 15 years employment)

In those circumstances where hours are worked, time and one-half will be paid in addition to normal holiday pay.

Section 6. Eight (8) hours times the employee's regular rate shall be paid when not worked on any of the foregoing holidays, provided he worked the last full scheduled work shift before the holiday and the next full scheduled work shift after the holiday, unless excused by the Company. Before otherwise qualifying to be paid for any unworked holiday, an employee must have been regularly employed by the Company for at least thirty (30) consecutive days immediately preceding the holiday.

Section 7. Should any of the above holidays fall on a Saturday, the Company, at its' discretion, may elect to designate the preceding Friday as the holiday or may designate the Saturday as the holiday. In the event the holiday is observed on Saturday, payment for the holiday not worked will be at the employee's straight-time hourly wage rate. Should one of the above listed holidays fall on a Sunday, the following Monday shall be observed as the holiday.

Section 8. No work shall be performed on Labor Day or Christmas Day except to preserve life or property. Time and one-half shall be paid for all work performed on the holidays, in addition to normal holiday pay.

Section 9. Should any of the holidays listed in Section 5 of this Article occur during the vacation period of any employee, he shall be entitled to an additional day of vacation pay.

Section 10. All overtime work shall be divided among the employees with the most seniority in the department. Overtime information shall be made available to the Shop Committee upon request. Also, all employees expected to work overtime shall be notified at least four (4) hours in advance if possible.

ARTICLE VI. SHIFT WORK

Section 1. First or day shift: An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium.

Section 2. Second shift: An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time.

Pay for a full second shift period shall be a sum equivalent to eight (8) times the regular hourly rate plus thirty cents (\$.30) per hour.

Section 3. Third shift: An eight and one-half (8-1/2) hour period less thirty (30) minutes for meals on the employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the regular hourly rate plus thirty cents (\$.30) per hour.

Section 4. When an employee is continuously employed for more than five (5) hours he will be allowed thirty (30) minutes to obtain a meal without loss of pay, the 7:00 a.m. to 12:00 a.m. period being excepted.

ARTICLE VII. VACATIONS

Section 1. All employees covered by this Agreement shall receive annual vacations as follows:

After one (1) year's employment - one (1) week with forty (40) hours pay.

After three (3) year's employment - two (2) weeks with eighty (80) hours pay.

After ten (10) year's employment - three (3) weeks with one hundred twenty (120) hours pay.

NOTE: The foregoing outline is not to preclude the provisions of Article V, Section 9 as to additional vacation pay in the event of a holiday occurring during the vacation period.

Section 2. Vacations may be taken during any period of the year as long as mutually agreed to by the employee and the Employer. Employees will be granted up to one (1) week's vacation, with senior employees given preference, provided they have had their vacation request approved between April 1 and June 1 each year of the contract. Vacation pay shall be based on the employee's hourly rate of pay, plus any premium in effect at the time of his vacation.

Section 3. Employees shall be given their vacation checks, should they so request, not later than two (2) work days preceding the start of their vacation period.

Section 4. All vacations shall be taken on consecutive days unless the Company and the Union agree upon a different division of the vacation period in specific instances.

Section 5. Employees who fail to meet the hours qualification, seventeen hundred twenty (1720), shall be eligible for a pro rata or partial vacation computed in accordance with the provisions of Section 6 below.

Section 6. Employees entitled to a vacation who are layed off, discharged, out of work, or who pass away shall receive their vacation pay to which they are entitled, for each month worked, computed from his Anniversary Date, he or his beneficiary shall receive 1/12 of the vacation pay due him for each month worked.

ARTICLE VIII. MANAGEMENT

Section 1. Subject only to the terms of this Agreement, it is agreed by the Union and the Company that the management of the plant and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, 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, is vested exclusively in the Company, provided that this will not be used for purposes of discriminating against any member in the bargaining unit.

ARTICLE IX. SICKNESS OR INJURY

Section 1. First aid shall be provided by the Company during all shop working hours.

Section 2. In case any employee is injured at his work and is compelled by the seriousness of such injury to lose time, the Company will send a representative to escort him to his home, doctor's office or hospital. He shall receive full pay for the necessary time off on the day of occurrence or the necessary time off for treatment after returning to work; also any premium that might be due from his shift premium.

The Company will provide or reimburse for: Local transportation to and from the doctor's office when an employee is required to return for treatment. This provision becomes null and void when said transportation is provided or paid for under the "Workmen's Compensation Law".

Section 3. Employees with seniority shall not be required to take a physical examination, only in extreme cases and by mutual consent of the Company and the Shop Committee, except for vision, hearing and respiratory at the Company's request and expense. If an employee desires, he may seek a second opinion examination by a

licensed physician of his own choice, on his own time, and at his own expense within ten (10) days after the first examination. The parties agree that these examinations are for the best interest of the Company and employees, and results from such examinations will not constitute grounds for termination. There shall be no age limit except as provided by law.

Section 4. Employees with one (1) or more year's seniority who may become physically unable to work because of a non-occupational disabling illness or injury lasting for a period of thirty (30) days or longer, supported by a doctors certificate, shall receive sick leave benefit checks from the Company, equal to the employee's regular weekly pay. The Company may limit the sick leave benefit to only one (1) week's pay during any one (1) contract year.

ARTICLE X. HEALTH AND SAFETY

Section 1. The Company agrees to provide a place of employment which shall be safe and healthful and in conformity with state and federal safety statutes and regulations. All toilet rooms, locker rooms and wash rooms shall be maintained in a clean, dry and sanitary condition, properly heated, lighted and ventilated. Pure and properly cooled drinking water shall be furnished at all times. The Company shall reimburse each employee (truck drivers excluded), once in a twelve (12) month period, not more than one (1) reimbursement of **\$150.00** each year of the contract for steel toe safety shoes. Reimbursement will be made only after receipt and shoes are submitted as proof of purchase.

The Company shall also reimburse each employee once in a twelve (12) month period, not more than one (1) reimbursement of \$150.00 each year of the contract for prescription safety glasses or lenses. Reimbursement will be made only after receipts are submitted as proof of purchase.

Section 2. The Company agrees to attempt to keep two (2) employees at the Cummings Plant at all times if possible, but no less than 50% of the time will an employee be required to work alone.

ARTICLE XI. WAGE RATES

Section 1. The minimum rates applicable under the Agreement shall be those set forth for the various classifications and as listed in Schedule "A" of the Appendix of this Agreement.

Section 2. Under no circumstances shall piece, task or wage

inducement systems be allowed within the jurisdiction of this Agreement.

Section 3. It is agreed that any new work fabricated in the Company's plant covered by this Agreement may be erected within the jurisdictional territory of Local Lodge No. 83 by the Company's employees on the basis of wage rates and working conditions established by the provisions of the Missouri River Basin Agreement and established rules of Local Lodge No. 83.

Section 4. The work week will end on Saturday night and employees will be paid on Friday, six(6)days later.

ARTICLE XII. INSURANCE PROGRAM

Section 1. The Company agrees to maintain the current insurance coverage and to pay the percentage of the premium cost as outlined below.

<u>YEAR</u>	<u>COMPANY PAY</u>	<u>EMPLOYEE PAY</u>
6/1/05 - 6/1/08	Eighty percent (80%)	Twenty percent (20%)

Five hundred dollar (\$500.00) deductible - three (3) per family.

Section 2. Long Term Disability Insurance benefits will be based on sixty percent (60%) of an employees gross weekly compensation. Short Term Disability benefits will be based on 70% of an employee's base wage up to a maximum of three hundred dollars (\$300.00) per week.

Section 3. The Company (subject to IRS regulations) will keep in effect and pay the administrative cost of a Flexible Spending Plan (commonly called Cafeteria Plan). This will enable the employee to pay his percentage of insurance premiums with tax-free dollars. For those not currently in the plan, the effective mandatory date for enrollment will be the calendar year beginning January 1, 1991.

Section 4. Should the Company find it necessary to change insurance providers, then the Company will give notice to the Union and the employees at least thirty (30) days prior to such change taking effect. The Union will be provided a copy of the proposed provider change and the proposed coverage, with no less than fourteen (14) days prior to the proposed change to review, prior to the implementation of any such proposed changes. This clause will be strictly adhered to.

Section 5. In the case of the necessity of a rate increase, employees will be given notification at least thirty (30) days prior to any such increases taking effect.

ARTICLE XIII. JURY SERVICE

An employee who is called for jury service shall be granted time off to fulfill this civic responsibility and shall be **compensated one day for lost time, up to a maximum of four (4) hours, at the employee's regular straight time hourly rate, less any pay received as jury pay.**

ARTICLE XIV. FUNERAL PAY

In case of death of his immediate family, an employee shall be granted time off to attend the funeral of the deceased and/or handle the necessary funeral arrangements up to a maximum of two (2) 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 or sister of the employee.

ARTICLE XV. MISCELLANEOUS

Section 1. (a) A Bulletin Board will be provided for posting of notices of interest to the employees by the Union, provided no such notice shall contain anything controversial or political, or in any way reflect upon the Company or any employee.

(b) Job vacancies will be posted at all time clocks and the Cummings Plant. All jobs posted will specify one department and the employee bidding on the job or newly hired into it will be assigned to that department.

(c) Truck drivers will be dispatched between 7:00 a.m. and 8:00 a.m. daily.

Section 2. (a) The Company and Union Committee agree to (in the near future) establish job descriptions for all classifications listed on Schedule "A" of this Agreement.

(b) The Company agrees to furnish the painters coveralls. Painters will be allowed reasonable time to clean up.

(c) For the purpose of alerting employees, the Company will sound the whistle five (5) minutes prior to the starting time of the regular shift in the morning and five (5) minutes prior to the

regular quitting time in the afternoon.

Section 3. The company will continue to allow a ten (10) minute coffee break during the first and second part of any shift. Employees are not allowed to leave the premises during these breaks.

Section 4. The Company will furnish the Union Steward and Shop Committee the classification of all employees upon request.

Section 5. Any employee laid off or on leave of absence without loss of seniority upon his return to work shall receive his regular rate of pay plus any blanket increase which might have occurred during his absence.

Section 6. Under no circumstances shall the Shop Committee or any employee make any arrangement with foreman, supervisors or any other representative of the Company that will change or conflict in any way with any section or terms of this Agreement.

Section 7. The representative of the International Union and/or the Business Manager shall have access to the Company's property by securing permission from the Company to obtain information relating to application of this Agreement.

ARTICLE XVI. DURATION OF AGREEMENT AND QUALIFICATIONS

Section 1. It is not the intention of either party hereto to violate any laws or any rulings or regulations of any Government authority or agency having the 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.

Section 2. This Agreement shall become effective June 1, 2008 and shall remain in full force and effect until June 1, 2011 and from year to year thereafter unless either party shall, at least sixty (60) days prior to **June 1, 2011** notify the other party to this Agreement of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice. Should an understanding not be reached within thirty (30) days after such notice was filed, the Federal Mediation and Conciliation Service will be so notified in accordance with the provisions of the National Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of June, 2008.

FOR THE EMPLOYER:

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

Yardell Scherer

J. L. Seward

Gay E. Smith

Donald Leunas

Nick J. Eyrenner

APPENDIX
SCHEDULE "A"

Effective June 1, 2008 there shall be an increase of forty-five cents (\$.45) per hour across the board.

Effective June 1, 2009 there shall be an increase of forty cents (\$.40) per hour across the board.

Effective June 1, 2010 there shall be an increase of forty cents (\$.40) per hour across the board; reflecting the following rates below:

CLASSIFICATION RATES

<u>Classification</u>	<u>Effective Dates</u>		
	<u>6/1/2008</u>	<u>6/1/2009</u>	<u>6/1/2010</u>
Welders - Class A	\$17.65	\$18.05	\$18.45
Class B	\$16.55	\$16.95	\$17.35
Class C	\$14.55	\$14.95	\$15.35

Whereas, Class A - 5 years or more of seniority at We-Mac
 Class B - 3 to 5 years of seniority at We-Mac
 Class C - 1 to 3 years of seniority at We-Mac

An employee shall not lose seniority except as outlined in Article III,
Section 6A of Contract.

Leadman	\$18.15	\$18.55	\$18.95
Painter/Glasser	\$14.05	\$14.45	\$14.85
Truck Driver	\$14.05	\$14.45	\$14.85
Shipping Clerk	\$13.05	\$13.45	\$13.85
Machine Operator	\$13.05	\$13.45	\$13.85
Laborer - Class A	\$12.05	\$12.45	\$12.85
Class B	\$11.05	\$11.45	\$11.85
Maintenance Mechanic	\$14.55	\$14.95	\$15.35

The Leadman's responsibilities are to include:

- 1) Ensure a clean and safe work area;
- 2) Check inventory of specified work area;
- 3) Pre-check production order for raw materials.

Hiring rate for new employees will be eight \$8.00 dollars per hour, but never less than minimum wage as required by law. New employees will be evaluated each thirty (30) days with a resultant wage increase or termination. After the employee has worked one

(1) full year, he will be raised to the classification rate.

Those employees below classification rate would receive a twenty-five cent (\$.25) per hour increase ninety (90) days after effective date of contract and another increase ninety (90) days thereafter until reaching the classification rate.

New guidelines for welder classifications outlined above and decreases in wages for other classifications will not affect any workers who were hired prior to June 1, 2005 regardless of years of seniority.

APPENDIX

SCHEDULE "B"

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 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 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 at _____ this _____
day of _____, 20_____.

Employee's Signature

Employee's Clock Number