

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO**

LOCAL 1245

VACAVILLE, CALIFORNIA

and

FOSTER WHEELER MARTINEZ, INC.

MARTINEZ, CALIFORNIA

October 16, 2007 - October 15, 2011

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AGREEMENT

AGREEMENT made and entered into this 16th day of October, 2007, by and between FOSTER WHEELER MARTINEZ, INC. (hereinafter called the "Company"), and LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (hereinafter called the "Union").

PREAMBLE AND WITNESSETH

WHEREAS, the parties desire to enter into an agreement relating to conditions of employment between the Company and its employees and the Union, and, to that end, accomplish fair and peaceful adjustment of disputes which may arise without work stoppages, strikes or other interruptions of the Company's business during the life of this Agreement; the parties agree that a full day's work for a fair day's pay is essential to the foregoing.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent with respect to wages, hours of work, and other conditions of employment for the Lead Operator, Control Room Operator, Power Plant Technician, Lead Technician, I or E Technician, and Maintenance Technician classifications at its Martinez, California cogeneration plant. Excluded from recognition are office clericals, professionals, guards and supervisors as defined in the National Labor Relations Act.

ARTICLE II

UNION SECURITY AND CHECKOFF

A. All employees now or hereafter employed in the bargaining unit covered by this Agreement shall, as a condition of employment, acquire and maintain membership in the Union on the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is later.

B. For the purposes of this Article, membership in good standing shall mean the payment of periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

C. Any employee who desires to have the Company deduct the amount of a Union initiation fee and/or monthly Union membership dues from his/her pay and remit same to the Union shall execute an authorization card for such purposes. No deductions shall be made by the Company unless and until it receives a duly executed checkoff authorization card, the form, content and substance of which has been mutually agreed to by the Company and the Union. Moreover, no deductions for Union charges, other than for dues and initiation fees, will be effectuated under the checkoff procedure.

D. Checkoff by the Company shall commence no sooner than the first pay period in the month following the day on which the executed checkoff authorization card is received by the Company.

E. The amounts of the monthly Union membership dues and/or payments toward the Union initiation fee will be certified to the Company in writing by the Financial Secretary of the Union. A certification from said Financial Secretary which changes the amount of said dues shall become effective no later than the first day of the month following a period of thirty (30) days from the date the Company received such certification.

F. Checkoff shall be made in the first pay period of the month as aforesaid, provided there is sufficient pay available to cover the same for the full amount authorized after all deductions required by law or authorized by the employee have been made. If the scheduled deduction from Union membership dues cannot be made in that pay period, the full amount of the deduction will be made from the employee's pay in the next succeeding pay period in which there is sufficient pay. Deductions will not be made in respect to any prior months' dues except when the Company, through error or oversight, failed to make the deduction in any such month.

G. No later than fourteen (14) calendar days after the deduction has been made, the Company shall remit a check for same to the Union's Financial Secretary, payable to the order of the Union. Accompanying such payment shall be a list stating the names of the employees from whose pay deductions have been made, a deduction has been made for a prior month, or no deduction has been made because of cancellation of authorization, revocation of authorization, or insufficient earnings in the pay period.

H. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company for the purpose of complying with any of the provisions of this Article, or reliance on any list, certification, notice, or assignment furnished under any such provision.

ARTICLE III

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

No provision or application of this Agreement shall cause or result in discrimination against any employee within the unit because of race, color, creed, sex, age, country of national origin, or disability (as prohibited by applicable federal and/or state law).

ARTICLE IV

PROBATIONARY PERIOD

A. All employees within the unit covered by this Agreement who have not completed nine months of employment on or after the effective date hereof shall be subject to a probationary period for the first nine (9) months of their employment within the unit. Employees absent for more than ten (10) cumulative days shall have their probationary period extended by the period of absence.

B. Seniority shall not accrue during the probationary period. Upon the successful completion of the probationary period, however, an employee's seniority shall revert back to and be calculated from his/her date of hire.

C. At any time during the probationary period, the Company may layoff, discharge or discipline probationary employees and the Company's action with respect thereto shall not be subject to the grievance and arbitration provisions of this Agreement except if discharge is for violation of a Company rule or policy. In that event, the employee and Union may grieve to determine if the rules or policy violation in fact occurred. An employee retained in the employ of the Company beyond the probationary period shall be considered employed on a regular basis.

D. Unless otherwise expressly provided herein, probationary employees shall not be entitled to any benefits set forth in this agreement during the 1st six (6) month period of their nine (9) month probationary period of employment. Such probationary employee's however shall be paid the contractual wage rate for the classification in which they are placed and shall be eligible to receive holidays and medical insurance benefits in accordance with the terms of this Agreement.

E. The Company shall notify the Union monthly of the names, classification, pay rate and hire date of all newly hired employees within the unit covered by this Agreement.

ARTICLE V

PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL

A. Unit Work - This Agreement covers the job functions performed by unit employees as set forth in the job descriptions maintained by the Company. Unless otherwise provided herein, such unit work shall continue to be performed only by unit personnel during the term of this Agreement.

B. Performance Of Unit Work By Supervisors, Management And/Or Engineering Personnel - Whenever there are no qualified employees available because they are occupied with other necessary work or because the Company has attempted to contact all qualified employees and they are not readily available to report to work, qualified management personnel will be permitted to perform this work. Work by qualified management personnel shall not be considered as displacing a bargaining unit employee or eliminate an overtime assignment.

C. Performance Of Unit Work By Temporary Employees

1. The Company may, at its discretion, hire temporary employees to:
 - (a) replace unit employees absent from work, due to a contractual leave of absence or absence resulting from sickness, accident, injury, vacation or any other absence, for the duration of such absence

OR

- (b) perform a specific project for a definitive period of time not to exceed ninety (90) regularly scheduled workdays. Days lost from work for any reason shall not be counted in computing such time period.
2. All temporary employees shall be notified of their status upon hire and notice thereof shall be provided to the Union.
 3. Temporary employees shall not be covered by any of the terms and conditions of this Agreement during their period of temporary employment, except they shall receive the contractual wage rate of the classification they are filling.
4. Upon the end of the absence and return to work of the unit employee, or the timely expiration of the specific project as the case may be, the Company may, in the exercise of its discretion, either terminate the temporary employee or retain him/her in the unit. Should the temporary employee be retained, he/she shall then be covered by the terms of this Agreement, including Article IV (Probationary Period) thereof. It is understood, however, that all time actually worked as a temporary employee shall be credited against the probationary period set forth in Article IV.
5. The time period provided in Paragraph C.1 (b) above, may be extended by mutual agreement of the Company and the Union.
6. It is expressly understood and agreed that the Company's hiring of temporary employees shall not result in the layoff or reduction of the regular work hours or regular workweek of any unit employee.

- D. Performance Of Unit Work By Subcontractors - The Company may subcontract work customarily performed by unit employees as it deems warranted provided, however, that such subcontracting shall not result in the layoff or the reduction of the regular workday or regular workweek of unit personnel in the department and/or classification in which such unit work is being subcontracted. Nothing herein shall in any way preclude the Company from subcontracting any and all equipment repair work.

ARTICLE VI

MANAGEMENT RIGHTS

The Union recognizes that the management of the plant and business and the direction of the work force are vested exclusively in the Company. Accordingly, unless otherwise limited by the express provisions of this Agreement, the Company shall have the right to: hire, select and determine the number of its employees, including the number assigned to any particular work and the number of employees within classifications to any shift or workweek; establish job classifications; promote; discipline, suspend and discharge employees for just cause; release and layoff employees for lack of work or other legitimate reasons; transfer employees from one job to another; assign work; require duties other than those normally assigned to be performed; promulgate and enforce reasonable rules and regulations governing the conduct of its employees; schedule the hours of work; schedule production; determine and schedule when overtime shall be worked; install or remove equipment; determine the methods, procedures and materials to be utilized; sell, lease, assign, transfer or otherwise dispose of all or part of its plant, business or equipment; subcontract work, introduce new or improved methods of operation, products or technology; train employees; and to determine reasonable work pace, work performance levels and standards of performance of employees.

ARTICLE VII

UNION VISITATION

The Union's Business Representative or duly authorized designee may visit and have access to the Company's facilities and/or other properties covered by this Agreement at reasonable times during regular business hours for the purpose of investigating employee grievances or conferring with management representatives.

During the course of such visit, the Union Representative shall abide by all Company safety rules and so conduct himself/herself as not to interfere with the operations of the office or the work areas of the Company's premises.

Should the Union Representative desire to speak to unit employees, he/she shall make reasonable efforts to do so on non-work time. No discussions and/or meetings may be held between unit employees and Union Representatives in the field or in the office during actual work time without the prior consent and approval of the Plant Manager or his/her designee. Such consent shall not unreasonably be withheld.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

The word "grievance" as used in this Agreement means a complaint filed by either party to the Agreement over an alleged failure to comply with a specific provision of this Agreement and letters of agreement and written interpretations signed by the Company and the Union.

No grievance, the basis for which occurred prior to date of the signing of this contract, shall be considered or be subject to the grievance procedure.

Verbal Step: The employee(s) shall present their grievance to the Management within five (5) working days, excluding Saturdays, Sundays and Holidays, of their awareness of the occurrence of the event causing the grievance. The Management shall respond verbally within two (2) working days, excluding Saturdays, Sundays and Holidays, of receiving the complaint.

With the approval of the Plant Manager, the Union Business Representative may discuss and attempt to resolve the grievance prior to Formal Step 1. This will not preclude his involvement in subsequent steps as outlined below.

Formal Step 1: If the grievance is not resolved in discussions as provided above, then within five (5) workdays, excluding Saturdays, Sundays and Holidays, thereafter the grievance shall be reduced to writing, on an approved grievance form, which shall be signed by the aggrieved employee and the steward and presented to the Management. A copy of all such grievances will be forwarded to the Plant Manager or his designee.

The written grievance shall indicate the Article and Sections of this Agreement allegedly violated, state the facts relied upon, and indicate the remedy sought. It shall be delivered in duplicate by the steward to the Management, who shall reply in writing on the grievance form within reasonable time not to exceed fifteen (15) days.

Formal Step 2: In the event the grievance is not satisfactorily adjusted in Formal Step 1, then, within five (5) working days after receipt of the Company's Formal Step 1 answer, the Union may give written notice to the Company that it will present the grievance at a mutually agreeable time in a Formal Step 2 grievance meeting between the Union and Management. Such meeting shall be held within a reasonable time not to exceed fifteen (15) days after receipt of the written notice.

Formal Step 3: In the event the grievance is not satisfactorily adjusted in Formal Step 2, then, within ten (10) working days after the meeting in Formal Step 2, the Union may submit the grievance to arbitration by requesting, in writing, to the Federal Mediation and Conciliation Service to provide the Company and the Union with the names of seven (7) qualified persons from which one will be selected to act as an impartial arbitrator. From such list of seven (7) persons, the Company and the Union shall alternately strike one (1) name until six (6) names have been eliminated, and the person whose name remains on the list shall be selected to act as

the impartial arbitrator. The Union and Company shall meet within fifteen (15) working days after receipt of the list of arbitrators for the purpose of selecting an arbitrator.

Grievances or disputes, if not resolved by the parties, may be submitted to arbitration for final and binding determination. The arbitrator shall have no power to add to, subtract from, change or modify any of the provisions of this Agreement or any Agreement made supplementary hereto, but his authority shall be limited solely to the application of the provisions of this Agreement. Except as provided for in Article XXII, nothing herein contained shall be construed to mean that negotiated wages or rates of pay for any classification, individual, or group of employees shall be subject to arbitration. It is understood that the fees and expenses of the arbitrator shall be borne equally by the parties.

Time limits may be extended upon mutual agreement of the parties.

The parties agree that there shall be no suspension of or other interference with work or plant operation while the dispute is being adjusted or arbitrated.

In the event an employee is discharged, the Company shall notify the Union within one (1) workday as to the reasons for such discharge. If the employee believes that he has been unjustly dealt with, the Union may arrange a meeting with the Company within two (2) workdays after the discharge. If not settled through this meeting, the Company shall render a final written decision and forward it to the Union within three (3) workdays. If the Union is not satisfied with the answer, it may request arbitration in accordance with the arbitration procedure outlined in this Article.

ARTICLE IX

NO STRIKE - NO LOCKOUT

A. During the term of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents, stewards and members, agrees that so long as this Agreement or any written extension thereof is in effect, there shall be no strikes of whatsoever kind or nature (economic, sympathetic, unfair labor practice or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the Company's operations. Any employee or group of employees engaging in such activity shall be subject to discipline, including suspension or discharge. Moreover, the Company, on behalf of its officers, agents and representatives, hereby warrants and agrees that there shall be no lockouts of employees covered by this Agreement for the duration of such Agreement or written extension thereof.

B. Refusal by an employee to pass through a lawful, primary picket line at a location or sites away from and not involving the Company's premises and/or places of business, shall not constitute a violation of this Agreement and no employee shall be discharged or disciplined for refusal to pass through such a picket line.

C. If at any time during the term of this Agreement or any written extension thereof a picket line is established by any labor organization (including the Union herein or any affiliate thereof) at the Company's

Martinez, California premises or places of business covered by this Agreement in furtherance of a dispute with the Company, its parent company, subsidiary or affiliated companies elsewhere in the state or country, employees covered by this Agreement shall be required to pass through such picket line and perform their regular and customary job duties for the Company.

D. Should any employee or group of employees engage in any conduct prohibited by Paragraph A, above, the Union agrees that upon notification thereof it will promptly advise such individuals, orally and in writing, that their activities and conduct are in violation of this Agreement, direct them to return to their jobs and cease such unlawful conduct immediately and, in addition to the foregoing, take every reasonable means which are within its power to effectuate the termination of such unlawful conduct.

E. Any claim, action, or suit for damages or injunctive relief, which is commenced by the Company as a result of the Union's violation of this Article, shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE X

SENIORITY

The term "seniority" as used in this Agreement is hereby defined as the length of continuous service with the Company and in all cases of layoff and recall shall be applied on a classification basis.

A laid off employee is eligible for recall within his classification from the layoff roster for work which the Company expects to be of twenty-five (25) workdays duration or more.

In all cases of promotion within the bargaining unit, the senior employee who has demonstrated the ability and qualifications to perform the available work efficiently without training shall be awarded the job.

If the Company expands, current employees deemed qualified by the Company, shall have preference for any new job classifications created as a result of the expansion.

The following interruptions shall result in the employee's termination of employment:

- Resigns, quits, or retires.
- Discharge.
- Absence due to layoff, which continues for the employee's length of Company service (seniority) or for one (1) year, whichever first occurs.
- Absence due to occupational or non-occupational illness or injury for more than one (1) year.
- If upon recall, after layoff, does not return to work within two (2) workdays after receiving notification by certified letter or telegram to the employee's last known address. Employees shall promptly notify the Company, in writing, of any change of address.
- Absence from work due to any cause and failure to notify the Company within two (2) workdays unless an explanation satisfactory to Management of the cause of such absence is provided.

The following interruptions shall be cause for the adjustment of an employee's seniority:

- Absence due to layoff for a period less than the employee's length of service or less than one (1) year, whichever is the lesser, computed at the time of the employee's layoff.

- A laid off employee shall not accrue seniority while on layoff, except that absence due to layoff of less than thirty (30) accumulative days shall not result in any loss or adjustment of seniority.

Effective June 16, 1989 employees transferred or promoted from the bargaining unit to positions not included in the bargaining unit, but within Foster Wheeler Martinez, Inc. shall continue to accrue seniority for one year after the effective date of such promotion or transfer at which time seniority shall be frozen.

Employees who are to be laid off for periods in excess of one (1) week shall be notified of such layoff at least two (2) workdays prior to the effective date of the layoff.

In the event of a force reduction, the Company will determine the classifications to be reduced. The effected employee(s) may exercise seniority by bumping a lower classification if he is capable of performing the work with no additional training. In no event shall an employee bump another employee with more seniority than his own.

An employee terminated by reason of reduction-in-force due to lack of work shall be entitled to receive severance pay for four weeks of wages.

ARTICLE XI

CALL-OUTS/REPORT PAY

Any employee called back to work after departure from the Company's premises at the end of his/her workday, or called to work on his/her regularly scheduled day off or on a contractual holiday, shall be paid at overtime rates, if applicable, per the overtime provisions of this Agreement for all hours worked on such days or receive a minimum guarantee of four (4) hours work or pay, per call-out, whichever is greater. In the event the call-out is caused by the absence of an employee, the Company will provide as much advance notice as possible.

However, any employee requested to report to work during hours not contiguous to their scheduled shift shall receive an additional hourly allowance of \$5.00 per hour for all hours worked or paid as call-in pay.

Any employee who reports as scheduled to work and where the Company has not made reasonable efforts to notify him not to so report shall be given a minimum of four (4) hours work.

ARTICLE XII

SHIFT DIFFERENTIAL

The Company agrees to pay non-rotating shift employees a shift differential of fifty (50) cents per hour, in addition to the employee's regular, straight-time hourly base rate of pay, for all hours worked on the afternoon (3rd) shift and \$1.00 per hour for all hours worked on the night (1st) shift. Employees

scheduled on rotating shifts shall receive a flat shift differential of fifty (50) cents per hour for all hours worked whether on a scheduled straight-time basis or on an overtime basis. The shift differential shall increase by \$0.10 to \$0.60 on October 18, 2009, with an additional increase to \$0.65 in the subsequent year, October 17, 2010. The shift differential shall be included in the base rate for purposes of overtime but excluding vacation pay calculations.

ARTICLE XIII

HOURS OF WORK

For the purpose of this Agreement, the work week for day (2nd) shift employee's shall be seven (7) consecutive calendar days beginning at 7:00 a.m. on Monday and ending at 6:59 a.m. on the following Monday. The workweek for rotating shift employees shall be seven consecutive calendar days beginning at 6:30 a.m. Monday and ending at 6:29 a.m. the following Monday.

The workday shall be any period of 24 consecutive hours beginning with the starting time of the employee's schedule work period.

The foregoing shall not be interpreted in any way as a guarantee of hours of work per day or week or the number of days per week.

It is understood that at times the Company may have special jobs requiring irregular hours, making it necessary, in order to carry out and complete such jobs, to change the shift hours of an employee or group of employees, however, all such changes require forty-eight (48) hours notice.

It is agreed that employees performing maintenance or other special assignment work may not have regular daily starting times, but will be paid their straight-time hourly base rate for the first eight (8) hours worked (exclusive of lunch period) in any period of twenty-four (24) consecutive hours, starting at 12:01 a.m., and time and one-half for all time worked in excess of eight (8) hours worked, exclusive of lunch period, in one such day. Overtime will be paid on the sixth and seventh workday provided the employee has worked the previous five (5) full shifts within that workweek per the overtime provision in Article XIV.

The Company will provide employees with notice of a shift change at least 48 hours prior to the start of the new shift. Employees not so notified will work the first shift of the new schedule at the applicable overtime rate.

ARTICLE XIV

OVERTIME

Time and one-half the regular, straight-time hourly base rate will be paid for all hours worked in excess of the scheduled hours in any one workday or in excess of 40 hours worked in a regularly scheduled workweek. Additionally, double the regular, straight-time hourly base rate of pay will be paid for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a workweek.

Nothing contained herein shall be construed to require the payment of overtime more than once for the same hours worked

Employees are required to work such overtime as may be needed to meet the needs of production. In the event an employee is scheduled to work overtime and is unable to report for any reason, he is required to so notify the Company two (2) hours before the start of his shift allowing sufficient time to permit the Company to obtain a replacement.

The Company will make every effort to distribute overtime equally among employees in the same classification.

Employees required to work in excess of two (2) hours contiguous with his regular assigned shift will be furnished a meal by the Company or \$9.00 in lieu thereof. An additional meal or \$9.00 allowance in lieu thereof will be provided for each additional four (4) hours of work beyond and contiguous with the above.

ARTICLE XV

PLANT WIDE WORK ASSIGNMENTS

Due to the limited size of the plant work force, it is necessary for management to have the flexibility to assign any classification to perform the work of another classification when required and when the individual is qualified to perform all or part of the work. When this occurs, there will be no adjustment in pay except where the assignment is two (2) hours or more in duration. In that case, if the assignment is to a higher rated classification, the assigned employee will receive at least the minimum rate for the classification to which he is assigned.

ARTICLE XVI

VACATIONS

Such vacation is earned on the basis of 1/12 of the vacation entitlement for each full calendar month worked during the twelve (12) month period beginning with the date of hire. Vacation is granted subject to the following provisions:

A. Each employee may schedule his vacation consistent with the continuous and safe operations of the plant and subject to final approval of the management. Seniority will prevail in the event that two or more employees in the same Department or on the same shift choose the same dates.

B. Employees requesting vacation will provide requests as least one month in advance.

C. Vacations should be taken in increments of not less than one week. However, with Company approval, in advance, vacations may be taken in single days or groups of days.

D. The vacation period will begin on January 1 and end on December 31. All vacation must be taken or it will be paid to the employee on or about December 15 of each year. However, an employee may request, in writing, that up to one-half (1/2) of his vacation entitlement be deferred into the following vacation period during which it must be taken.

E. Management reserves the right to provide pay in lieu of time off in unusual circumstances to satisfy production requirements.

F. Vacation pay shall be at the employee's regular hourly rate of pay and regular Department at the time vacation is taken.

G. An employee who terminates after six months of service for any reason will be paid on a pro rata basis for vacation earned to that date.

H. Regular, full-time employees will be entitled to vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
Six months as a new hire to a year	40 hours
One year less than six years	80 hours
Six years less than sixteen years	120 hours
Sixteen or more years	160 hours

I. Vacations will be scheduled around planned outages.

J. Probationary employees will not be granted vacation time during their first six (6) months of their probationary period.

K. In the absence of management approval, there will only be one person per department on vacation on any scheduled workday.

ARTICLE XVII

HOLIDAYS AND HOLIDAY PAY

Holidays recognized as coming under the scope of this Agreement shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	3 Personal Floating Holidays
Veterans Day	

For the above-named holidays, or days observed as such, an employee shall receive holiday pay at his straight-time hourly base rate for eight (8) hours, provided the employee actually works both his last full regularly scheduled shift immediately preceding and immediately following such holiday except as noted below. In addition to holiday pay, an employee shall receive one and one-half times his regular straight-time hourly base rate for any hours worked on the holiday or day observed as such if such hours are part of his regularly scheduled shift. The employee shall also receive the appropriate shift differential.

When a holiday occurs during an employee's vacation, he shall receive a day off at another time or pay in lieu of time off at the discretion of the employee.

The employee desiring to take a personal holiday shall provide the Company with at least five (5) calendar days advanced notification of the desired day off except when used after a paid sick day. The Company shall reasonably attempt to accommodate the employee's request, operational and maintenance conditions permitting. In the absence of management approval, there shall not be more than one (1) employee per department on a personal holiday at any given time. Personal day requests shall be honored insofar as possible in order of request being made. All personal holidays must be taken during the calendar year in which the holiday was given or the holiday will be forfeited. However, if an employee requests a personal floating holiday and the Company can't grant the day, then the employee's holiday will be carried over for the use in the following calendar year.

ARTICLE XVIII

LEAVES OF ABSENCE

A. Sick Leave

1. Each non-probationary regular full-time bargaining unit employee shall be entitled to six (6) days (48 hours) of sick pay each contract year until the eighth year of service at which time, they will be eligible for 56 hours. Unused sick leave may be carried over into the next contract year. The total amount of accrual and unused sick leave shall not exceed a total of forty days (320 hours). Employees

may use sick leave beginning the first day of any absence. Additionally, employees may use sick leave to supplement disability income from either a work or non-work related disability or illness. Work related disabilities can be paid up to 100% of normal straight-time earnings and non-work related disabilities could be paid up to 75% of normal straight-time earnings.

2. Paid sick leave shall be compensated for on the basis of an employee's regular, straight-time hourly rate and calculated using the scheduled straight-time hours of work that he was absent to a maximum of twelve (12) hours per workday.
3. Sick leave will be paid as and when actually used. No employee shall receive pay for earned but unused sick leave except as provided in Article X. In no event shall unused sick leave be added to an employee's vacation.
4. Regular attendance is required of all employees except in emergencies, all absences, including absences on account of illness or injury, shall be reported by the employee to the Company at least two (2) hours prior to the beginning of the scheduled workday and all subsequent scheduled workdays. In cases where the absence is reported over the telephone, calls will be made directly to the employee's supervisor or Lead Operator on duty. Notification of absence may not be left on recorders. Absences shall not be reported by fellow employees, friends, neighbors, or other persons, except where circumstances reasonably prevent the employee from personally reporting his or her absence. Maintenance personnel not relieving prior schedule shift may call in at any time prior to their scheduled workday to report their absence.
5. In the event of any absence due to illness, the employee, if required, shall submit a doctor's note certifying the nature and extent of the illness, the prognosis and treatment therefore and expected date of return to full-time duty. Moreover, as the Company deems warranted, an employee suffering from an illness or injury may be required to be examined by a physician chosen by the Company before being permitted to return to duty, the cost of same to be borne by the Company.
6. An employee shall not be entitled to sick pay if, at the time of the illness, he/she is on vacation, layoff, contractual holiday, any other leave or otherwise is not actively at work under the provisions of this Agreement. The foregoing shall not be applicable in cases of actual involuntary hospital confinement during a scheduled vacation.

B. Bereavement Leave - In case of death in the immediate family, the Company will grant employees time off with pay for time lost during their scheduled 40 hours workweek. The time shall not exceed three (3) days normally ending on the day of the funeral. The immediate family shall consist of mother, father, spouse, children, sister, brother, grandparents of the employee, and parents-in-law. In the case of

death of a grandparent-in-law, one day of paid time off will be permitted. This will normally be the day of the funeral.

C. Jury and Witness Duty - Employees summoned to service as a juror will be granted the necessary time off for this purpose as follows:

Regular employees will be allowed the necessary time off with pay for jury and witness duty that occurs within their scheduled working hours during the basic workweek. At the request of the Company, the employee shall provide a copy of the jury summons. Such employees assigned to the midnight shift shall be re-scheduled to the day shift during such period of time at the straight-time rate of pay; and such employees assigned to the afternoon shift, who are required to report to the jury commissioner on two consecutive workdays or more shall be re-scheduled to the day shift on a Monday-Friday basic workweek during such period of time at the straight-time rate of pay. Such employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury and witness duty will be considered as time worked. If dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two (2) hours before the conclusion of such hours of work.

The Company reserves the right to request the court to excuse any employee from jury and witness duty service.

D. Disability Leave Of Absence

1. An employee absent from work due to an on-the-job injury shall be granted an unpaid leave of absence for the duration of such disability up to but not in excess of one (1) year. During such leave, the Company will absorb the full premium costs of the medical and life insurance plans for a period not to exceed the employee's length of service or one (1) year, whichever is the lesser.
2. An employee absent from work due to a non-work related disability (including disability due to pregnancy) shall be granted an unpaid leave of absence for the duration of such disability up to but not in excess of one (1) year.
3. Except for the medical benefits and life insurance provided under this Agreement, an employee on disability leave shall not be entitled to any other fringe benefits. The employee will be responsible for the same portion of the medical premium as are active employees. The above coverage continuation shall not exceed the employee's length of service or one (1) year, whichever is lesser.
4. Any and all disabilities that impair impede or prevent an employee from safely and effectively performing his/her full-time duties, and/or any physical or mental condition that will or might reasonable become such a disability, shall be reported to the Company by the employee within a reasonable period of time after learning of same.

5. If and as requested by the Company, the affected employee shall provide a written statement or statements from his/her attending physician stating:
 - The nature of the disability or physical or mental condition;
 - The effect of such disability or physical or mental condition on the employee's ability to perform his/her full-time duties in a safe and effective manner; and
 - As may be applicable, the duration the employee may continue to perform safely and effectively his/her full-time duties without being impaired impeded or prevented by the disability.
 6. An employee desiring to return to work at the expiration of the disability shall provide the Company with reasonable advance notice thereof and shall, in all cases, present a statement from his/her attending physician certifying that the employee is released to return to work and is able to perform his/her full-time duties without limitation or restriction.
 7. The Company shall have the option of having any employee returning from a disability leave of absence approved for return to work by a Company physician. In the event of a dispute between the Company physician and the employee's physician, the parties will select an impartial Medical Examiner whose decision shall be final and binding on all parties. The cost of the examination will be borne equally by the Company and employee.
- E. Personal Leave - Non-probationary employees may be provided, at the Company's sole discretion, with an unpaid personal leave of absence for a period of time designated by the Company. An employee may return to work at the expiration of such leave, provided a vacancy exists for which he/she is qualified. If not, he/she shall be deemed to be laid off as of the expiration date of the personal leave.
- F. Kin Care Leave – An employee may use sick leave to care for a relative beginning with the first day of absence for this purpose. Up to one-half of an employee's sick leave that is accrued during the year may be used to care for a sick relative. Accumulated sick leave from prior years cannot be used for this purpose. For purposes of this section, the following definition of relatives applies: A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child for which the employee has accepted the duties and responsibilities of raising. A "parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian. A mother-in-law, father-in-law, and grandparents are not "parents" for purposes of this article. "Spouse" means an individual to whom the employee is legally married. The same conditions applying to an employee's use of sick leave apply to sick leave used for "kin care".

ARTICLE XIX

SHOP STEWARDS

- A. The Company recognizes the right of the Union to designate shop stewards.
- B. Stewards shall be permitted a reasonable amount of time off during the workday, without loss of pay, as may be necessary to process grievances. Not more than one steward shall investigate a grievance at any given time. Whenever practical, however, stewards shall conduct their business and perform their functions on non-work time and in non-work areas.
- C. Shop stewards shall not be discriminated against by the Company because of the performance of their duties as shop steward.
- D. Any need to meet with employees of another shift shall be on the steward's own time, and he will not be paid by the Company. Permission to enter the plant on other than his own shift shall be obtained from the Plant Manager in advance.

ARTICLE XX

WORKING FOREPERSON

The Company may, at its sole option, designate a unit employee as a working foreperson. A working foreperson shall be paid two dollars (\$2.00) per hour above his/her regular, straight-time hourly rate for all hours actually worked in such capacity. Under no circumstances shall the foregoing premium be paid to such individual whenever he/she is on vacation, sick leave, holiday or on any other leave provided under this Agreement.

ARTICLE XXI

HEALTH AND SAFETY

The parties to this Agreement are subject to the provisions, stipulations, and regulations of the federal and state safety and health laws.

Regarding safety shoes, Company shall require safety shoes that meet the stated requirements in the Plant Safety Handbook. Company shall reimburse against receipts for safety shoes up to a maximum of \$150 per calendar year. Company shall reimburse fully against receipts all reasonable costs for prescription glasses as needed.

Employees shall comply with established safety rules at all times, and the Union will cooperate with the Company in ensuring that employees observe safety regulations and to work in a safe manner. If an employee has justifiable reason to believe that his safety and health or the safety and health of others are in danger due to unsafe working conditions or practices or equipment or unsafe work habits of others, he shall take immediate action to address the situation, and inform his supervisor and/or Lead Operator

immediately. The supervisor and/or Lead Operator shall determine if any further actions are necessary to make the situation safe.

Employees are required to take annual physical examinations. Where such physical examinations are required, the employee shall be provided with a copy of the results. Such examinations will be paid for by the Company and shall be conducted by physicians selected by the Company. Any employee who refuses to undergo a physical examination when instructed to do so by the Company may be disqualified and may be subject to immediate discharge. The Company will have the option of requiring a medical examination by a physician designated by management as a prerequisite of re-employment if the employee is laid off in excess of six (6) months or is absent due to sickness or accident in excess of ten (10) consecutive workdays.

The parties have previously agreed to honor the Foster Wheeler Power Systems, Inc. Substance Abuse Policy, dated June 1994.

ARTICLE XXII

JOB DESCRIPTIONS AND RATE ESTABLISHMENT

The Company agrees to maintain capsule descriptions of the general duties and responsibilities of the various job classifications in order to assist in the establishment of rates of pay. The parties agree these descriptions are only intended to set forth the basic duties and responsibilities and do not define in detail all duties to be performed or tools to be used. Job descriptions are not subject to the grievance and arbitration procedures.

The Company reserves the sole right to institute new classifications, to change existing job descriptions, add or eliminate tools to be used or duties to be performed. Rates of pay for such jobs will be established by the Company. Once established, the Union will be notified within fifteen (15) days of the installation of the new or changed classification. If the Union does not agree with the rate, it shall, within five (5) workdays, excluding Saturdays, Sundays and holidays, submit a written grievance to management. This grievance shall be discussed within five (5) workdays, excluding Saturdays, Sundays and holidays. The Company will give a written answer within five (5) workdays, excluding Saturdays, Sundays and holidays, of this meeting. The Union may, within ten (10) days of the Company's final answer, request arbitration of the established rate as to its consistency within the existing rate structure of the plant by initiating the arbitration procedures of this Agreement. Any change in wage rates resulting from the settlement of such grievances shall be retroactive to the date the employee was assigned. The Company retains the right to assign an employee or employees to the new or revised classification and such employees will perform all the required job duties while the grievance is arbitrated.

ARTICLE XXIII

EMPLOYEE BENEFITS

- A. Bargaining unit employees will now have access to Company Long Term Disability Plan. Employees will have to purchase whatever benefits they take under the LTD Plan.
- B. Company agrees to list in the CBA all benefits available under the CBA to each employee. This includes any alternate Medical Insurance Coverage that is provided by Foster Wheeler Corp to its employees. If employee opts for alternate medical insurance program, they do so with the full understanding of the structure of that plan, including but not limited to employee's share of premiums, co-payments, deductibles, etc.
- C. Medical Insurance - The Company will provide basic medical and major medical coverage for the employee, and if appropriate, his family. The Company will be responsible for paying a percentage of the Kaiser Plan current medical premium cost and a percentage of such costs for the term of this Agreement. The employee shall be responsible for a percentage of current medical premium cost and a percentage of such costs for the term of this Agreement. The deductions on medical premiums will be on a pretax basis. The following will be the schedule for employee contributions:

1-1-08	15%
1-1-09	16%
1-1-10	17%
1-1-11	18%

As the Company evaluates future medical insurance plans, it shall include in those discussions representative(s) of the Union. The Company retains the right to determine any plan changes.

- D. Life Insurance - The Company will provide \$30,000 term life insurance to each employee. There will be no cost to the employee. Coverage will be effective the first of the month following the end of the employee's probationary period.
- E. The Company 401(k) Plan will be improved to include the following options:
- An increase in the permitted employee contribution to 25% of eligible compensation, effective when the agreement is signed
 - An increase in the company matching contribution to 100% of the first 6% of the employee's contribution, effective 1-1-08
 - Expansion of the Plan to accept Roth 401(k) Post-Tax employee contributions, effective 1-1-08
 - Vesting schedule accelerated to 2 years

- Upon approval of this agreement, IBEW employees will participate in the same plan offered to employees in the Corporation in Perryville, New Jersey subject to the terms and conditions of such plan now applicable or as hereinafter amended.
- F. Education - The Company will reimburse an employee for seventy-five percent (75%) of the cost of tuition and required fees for any accredited college-level courses that are required for a technical degree. The employee shall receive Company approval prior to enrollment and satisfactorily complete the course in order to receive the reimbursement.

ARTICLE XXIV

BULLETIN BOARDS

The Company agrees to provide a bulletin board for Union notices dealing with notice of meetings, social affairs, appointment or elections of officers and committees, and other matters dealing with affairs of the local Union or its members as it relates to Union business. Employee solicitations of any type shall not be permitted.

The Company reserves the right to have the steward remove any material derogatory to the Company or which may adversely effect the operations of the plant.

ARTICLE XXV

RATES OF PAY

The following increases have been agreed to for the job classifications:

	<u>10/16/08</u>	<u>10/16/09</u>	<u>10/16/10</u>
I or E Techs	3.5%	3.5%	3.5%
Maintenance Tech	3.5%	3.5%	3.5%
Power Plant Tech	3.5%	3.5%	3.5%
Control Room Operator	3.5%	3.5%	3.5%

*All increases will take effect on the first pay period closest to the date listed.

ARTICLE XXVI

AGREEMENT QUALIFICATIONS

It is agreed and understood that this contract constitutes the full and complete agreement between the Company and the Union. It is further agreed that no amendments, alterations, supplements, or changes of this contract shall be valid unless mutually agreed to by the parties and such proposal shall have been reduced to writing, duly signed, by the proper officials of the Company and the Union, and same is attached to and made a part of this Agreement.

A waiver of any breach of condition of this Agreement or any part thereof by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein, nor shall it impair any preceding enforcements prior to said waiver of any breach or condition.

Any provision of this Agreement that may be in conflict with any federal or state law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

The Company will provide access to Plant rules and policies via the Procedures Database. The Company has the right to add to, amend or delete rules and policies as it deems necessary except as limited by this agreement.

ARTICLE XXVII

DURATION OF THE AGREEMENT

The Agreement between the parties shall remain in effect for the period of October 16, 2003 through October 15, 2007, 1:00 a.m., and shall continue from year to year thereafter unless either party shall give notice in writing to the other party at least sixty (60) days prior to any such anniversary date of its desire to amend or terminate same.

The notice of modification or termination shall be accompanied by the proposed changes and negotiations thereof shall commence within thirty (30) days thereafter.

APPENDIX A

RATES OF PAY

	10/16/2007	10/16/2008	10/16/2009	10/16/2010
Power Plant Technicians				
Entry	\$ 26.45	\$ 27.78	\$ 28.97	\$ 30.20
Step 1 (Section 1&2/OOT)	\$ 27.73	\$ 29.03	\$ 30.22	\$ 31.45
Step 2 (Section 3&4/OOT)	\$ 29.02	\$ 30.28	\$ 31.47	\$ 32.70
Step 3 (Section 1&2/AOT)	\$ 30.30	\$ 31.53	\$ 32.72	\$ 33.95
Step 4 (Section 3&4/AOT)	\$ 31.59	\$ 32.78	\$ 33.97	\$ 35.20
Job Rate	\$ 32.88	\$ 34.03	\$ 35.22	\$ 36.45
Acting Control Room Operator	\$ 30.30	\$ 31.53	\$ 32.72	\$ 33.95
Control Room Operator	\$ 35.53	\$ 36.77	\$ 38.06	\$ 39.39
Lead Operator				
Entry	\$ 37.03	\$ 38.32	\$ 39.66	\$ 41.04
Job Rate	\$ 38.03	\$ 39.32	\$ 40.66	\$ 42.04
I or E Technician				
Entry Rate	\$ 35.30	\$ 36.67	\$ 38.09	\$ 39.55
Step 1 (After 6 months)	\$ 36.56	\$ 37.93	\$ 39.35	\$ 40.81
Step 2 After 6 months)	\$ 37.82	\$ 39.19	\$ 40.61	\$ 42.07
Job Rate (After 6 months)	\$ 39.08	\$ 40.45	\$ 41.87	\$ 43.33
Lead Technician	\$ 41.58	\$ 43.00	\$ 44.47	\$ 45.98
Maintenance Technician				
Entry Rate	\$ 28.27	\$ 29.40	\$ 30.58	\$ 31.80
Step 1 (After 6 months)	\$ 29.67	\$ 30.80	\$ 31.98	\$ 33.20
Step 2 After 6 months)	\$ 31.07	\$ 32.20	\$ 33.38	\$ 34.60
Job Rate (After 6 months)	\$ 32.47	\$ 33.60	\$ 34.78	\$ 36.00

During the life of this contract, the Lead Operator differential will be \$2.50, \$2.55, \$2.60 and \$2.65 over the Control Room Operator Rate for October 2007, 2008, 2009 and 2010, respectively. In addition, the Lead Technician differential will be \$2.50, \$2.55, \$2.60 and \$2.65 over the I or E Technician Job Rate.

After a period of 18 months, the Company and Union agree to a review of current market rates for Maintenance Technicians.

See Notes As Follows:

Note 1: Employees in the Entry Rate through Step 2 job classification will be granted a wage increase to the next step upon satisfactory completion of fifty percent (50%) of the training objectives for the Outside Operator Training (OOT) or Advanced Operator Training (AOT) plus four NUS training booklets per level. Employees in the job classification Steps 3 and 4 will be granted a wage increase to the next step upon satisfactory completion of twenty-five percent (25%) of the AOT plus 2 NUS training booklets. Effective 10/16/2004 Employees will be granted wage increases to the next step upon satisfactory completion of fifty percent (50%) of the training objectives for the Outside Operator Training (OOT) or Advanced Operator Training (AOT) plus four NUS training booklets per level.

Note 2: Existing operating employees who have not completed the Power Plant Technician training program and fail to progress a minimum of one step per contract year will be required to appear in September of each year before a committee composed of the Plant Manager, the Plant Training Coordinator, the Union Business Representative, and the Shop Steward to explain why an increase in pay under the new wage schedule should be allowed despite lack of progress in the training program.

Note 3: Progression through the Power Plant Training Program shall be a condition for continued employment for Operations employees. Trainees shall be required to complete a minimum of one step per year, based on their anniversary date.

APPENDIX B

POWER PLANT TECHNICIAN

Employees in the Power Plant Technician job classification shall be granted a wage increase upon completion of the required number of training objectives and NUS training programs/booklets.

The principle elements of the Power Plant Technician training are as follows:

1. Upon completion of each training objective, the employee shall present his skills log checklist to the Lead Operator for signature.
2. After an employee satisfactorily completes the required training objectives and NUS training programs/booklets, the Operations Supervisor shall verify the satisfactory completion and initiate the process to grant the employee the appropriate wage increase.

Note: The Employee is required to complete the safety objectives during the first ninety (90) work days of employment in the Power Plant Technician job classification.

APPENDIX C

JOINT TRAINING COMMITTEE

A Joint Training Committee consisting of two representatives of the Union and two representatives of the Company shall be established to meet at least annually. The representatives of the Union shall be employees of the Union or employees of the Company. The representatives of the Company shall be employees of the Company, one of which shall be designated as Chairman of the Joint Training Committee.

The Joint Training Committee shall review matters relating to the Operator Training Program, including implementation, modification, and administrative issues. Recommendations may be made to the Company for consideration. The final responsibility for the development and administration of the training program shall continue to be with the Company.

APPENDIX D

LIST OF EMPLOYEE BENEFITS

Medical Coverage (Note 1)

<i>Insurer</i>	<i>Employee Share of Premium as of 10/16/07</i>	<i>Office Visit Copay</i>	<i>Date of Eligibility</i>
Kaiser Permanente (HMO)	Single - \$ 65.95 EE + One Dependent - \$131.90 Family - \$186.63	\$5.00	First Day of the Month following employee hire date
CIGNA (PPO) - Comprehensive	Single – \$55.71 EE + Spouse - \$144.95 EE + Child(ren) - \$120.36 Family - \$163.43	\$15 or \$25 depending on plan design	First Day of the Month following employee hire date
CIGNA (PPO) - Basic	Single – \$44.01 EE + Spouse - \$114.35 EE + Child(ren) - \$94.86 Family - \$128.93	\$15 or \$25 depending on plan design	First Day of the Month following employee hire date

Dental Coverage (Note 1)

<i>Insurer</i>	<i>Employee Share of Premium as of 10/16/07</i>		
Humana (HMO)	Single – \$9.20 EE + Spouse - \$20.96 EE + Child(ren) - \$18.55 Family - \$30.69		First Day of the Month following employee hire date
CIGNA (PPO) - Comprehensive	Single – \$5.29 EE + Spouse - \$13.75 EE + Child(ren) - \$11.41 Family - \$15.50		First Day of the Month following employee hire date
CIGNA (PPO) - Basic	Single – \$3.55 EE + Spouse - \$9.23 EE + Child(ren) - \$7.63 Family - \$10.40		First Day of the Month following employee hire date

Life Insurance

CIGNA	\$30,000 Company provided coverage		First Day of the Month following employee hire date
	\$15,000 / \$30,000 optional coverage, premiums based on age as well as status as a smoker or non-smoker		First Day of the Month following employee hire date

Business Travel Accident Insurance

Five Times Basic Annual Salary, but not less than \$150,000 or more than \$5,000,000
- no cost to employee while traveling on Company business
- payable depending on type of loss sustained

On employee hire date

Long-Term Disability Insurance

CIGNA

Ensures receipt of up to 50% of basic monthly salary as defined by the Plan after 6 months of total disability to age 65
- Company shares the ½ the cost of the premium
- Employee share is \$0.14 / \$100 of base monthly salary

First Day of the Month following employee hire date

401K Plan (Note 2)

Vanguard Group of Investment Companies

Company match of 100% of the first 6% of salary

Employee Contribution level from 1% to 25%, subject to government limitations, automatic enrollment will result in payroll deductions of 6%. On April 1st or each, the percentage will automatically increase by 1% until a 10% contribution level is reached. Maximum contribution is \$15,500 for 2008. Catch-up contributions are allowed if at least age 50 by December 31st.

First Day of the Month following 30 days of employment (automatic enrollment)

Roth 401K Option in addition to previous 401K Plan Options

Vesting – 20% for one year and 100% for two years or more of completed service

No administrative fee

401K loans are available equal to the lesser of 40% of the vested value of your account or \$50,000. The minimum loan is \$1,000.

Employee withdrawals upon retirement, termination or disability. Funds may also be withdrawn during active employment upon attainment of age 59 ½.

Employee Assistance Plan

CIGNA

Plan provides CONFIDENTIAL support

On employee hire

and direction, in times of crisis and
otherwise, related to your mental health

date

- no cost to employee

Note 1

Employee's share of premiums to change according to schedule under Article XXIII, Section C, Medical Insurance

Note 2

IBEW employees will participate in the same plan offered to employees in the Corporation in Perryville, New Jersey subject to the terms and conditions of such plan now applicable or as hereinafter amended as outlined under Article XXIII, Section E regarding 401K Plan

FOR THE UNION:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL UNION 1245

Tom Dalzell
Business Manager

Mike Davis
President

Hunter Stern
Business Representative

FOR THE COMPANY:

FOSTER WHEELER MARTINEZ, INC.

Michael Kromer
Director of Operations, Western Region
Foster Wheeler Martinez, Inc.

Francis Argentieri
Director, Human Resources
Foster Wheeler Inc.

Scott Hatanaka
Manager of Finance and Administration