

## **AGREEMENT**

This Agreement made and entered into this 3rd day of December 2007, by and between UNITED TECHNOLOGIES CORPORATION for and on behalf of PRATT & WHITNEY (CONNECTICUT FACILITIES), hereinafter called the "Company," and DISTRICT LODGE 26 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, and its affiliated Local Lodges 700, 1746 and 1746-A, hereinafter called the "Union."

## **PURPOSE**

It is the intent and purpose of the parties hereto that this Agreement promote and improve the industrial and economic status of the parties, provide orderly collective bargaining relations between the Company and the Union, and secure a prompt and fair disposition of grievances so as to eliminate interruptions of work and interference with the efficient operation of the Company's business.

## **ARTICLE 1**

### **Management Functions**

It is recognized that in addition to other functions and responsibilities, the Company has and will retain the sole right and responsibility to direct the operations of the Company and in this connection to determine the number and location of its plants; the product to be manufactured; the types of work to be performed; the assignment of all work to employees or other persons; the schedules of production; shift schedules and hours of work; the methods, processes and means of manufacturing; and to select, hire, and demote employees, including the right to make and apply rules and regulations for production, discipline, efficiency, and safety unless otherwise hereinafter provided.

It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and transfer, and to lay off because of lack of work or other cause, unless otherwise hereinafter provided.

## **ARTICLE 2**

### **Coverage**

For the purpose of this Agreement, the term "employee" as used herein shall apply to and include all production and maintenance employees of the United Technologies Corporation, Pratt & Whitney (Connecticut Facilities) at their facilities in and around East Hartford, Middletown, Cheshire, (including the DE Lab, the Willgoos Lab) and other Connecticut locations including inspectors, crib attendants, material handlers, factory clerks (or plant clericals), trainees, apprentices, expeditors and working leaders, but excluding timekeepers, engineering and technical employees, laboratory technicians, foremen's clerks, salaried office and clerical employees, medical department employees, plant protection employees, executives, plant superintendents, division superintendents, general foremen, foremen, assistant foremen, group supervisors, watch engineers, and all other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action.

## **ARTICLE 3**

### **Recognition**

The Company recognizes District Lodge No. 26 of the International Association of Machinists and Aerospace Workers and its affiliated Local Lodges 700, 1746 and 1746-A as the sole and exclusive collective bargaining agency for the employees defined above for the purposes set forth in the National Labor Relations Act, as amended.

## **ARTICLE 4**

### **Nondiscrimination**

The Company and the Union recognize that employees covered by this Agreement may not be discriminated against in violation of the provisions of the Labor Management Relations Act, 1947, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Vocational Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1992; or any other state or federal statute which affects the employment of employees covered by this Agreement.

## **ARTICLE 5**

### **Union Security**

*Section 1.* Any employee who is a member of the Union on the day of the signing of this Agreement shall, as a condition of employment, maintain his or her membership in the Union thereafter for the duration of this Agreement, or tender to the Union a monthly Agency or Service Fee for the duration of this Agreement.

*Section 2.* Any employee who is not a member of the Union on the day of the signing of this Agreement shall as a condition of employment, commencing no later than the thirtieth calendar day following the execution of this Agreement, or the thirtieth calendar day following the beginning of his or her employment, whichever is later, either (1) become a member of the Union and maintain his or her membership in the Union thereafter for the duration of this Agreement, or (2) tender to the Union a monthly Agency or Service Fee (hereinafter "Service Fee") in an amount permitted by law, not in excess of the monthly membership dues of Union members.

*Section 3.* Upon written request from the Union, the Company shall terminate the employment of an employee who fails to comply with the requirements of Sections 1 or 2 of this Article; provided a copy of the Union's request has been sent via certified mail, return receipt requested, to both the Company and the delinquent employee at least fifteen (15) days prior to the date on which the employee is to be terminated; and further provided that the delinquent employee has not cured his or her delinquency prior to the date proposed for his or her termination.

*Section 4.* The Company agrees to deduct monthly, in four (4) equal installments, Union dues in whatever sum is established by the local Union as the regular monthly dues uniformly required as a condition of retaining membership therein upon the receipt of an assignment. The Company also agrees to deduct from the earnings of an employee one (1) Initiation Fee in whatever amount is authorized by such employee on a properly executed assignment card which is delivered to the Company. The Company also agrees to deduct a monthly Service Fee, also in four (4) equal installments, in whatever sum permitted by law is established by the local Union, not in excess of the monthly membership dues of Union members, upon the receipt of a properly executed assignment card.

The sum which represents such monthly Union dues or Service Fees shall be certified to the Company as constituting such by the Secretary-Treasurer of the local Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until 30 days' written notice of such change has been received by the Company from the Secretary-Treasurer of Lodge 700/1746/1746-A.

*Section 5.* The deduction of the monthly dues and the Initiation Fee, or Service Fee shall be made from the earnings received by the employee on the first four (4) paydays of the month in which a properly executed assignment is received by the Company. Union dues or a Service Fee will be deducted monthly thereafter from the earnings received by the employee on the first four (4) paydays of each month.

*Section 6.* Deductions provided for in Section 4 shall be remitted to the Secretary-Treasurer of District Lodge 26 by the last day of the month in which the deduction is made whenever practicable. The Company shall furnish the Secretary-Treasurer of the District Lodge 26 and the local Union on or about the 5th day of the month following the month in which the deduction is made a record of the employees from whose earnings deductions have been made and the amounts of the deductions.

*Section 7.* The Company's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a plant (other than another plant of the Company covered by an effective contract with the I.A.M.A.W. which provides for check-off of dues or a Service Fee), department, or job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired with seniority.

*Section 8.* The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Company in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

*Section 9.* A Company orientation program is normally held for new, recalled or rehired employees on their first day of employment. Concurrent with the orientation, newly hired/reinstated employees will be afforded an opportunity to meet with a Union official to receive payroll deduction assignment cards for Union dues and the Initiation Fee, or Agency or Service Fee. The Union shall assume all responsibility for the distribution and collection of payroll deduction assignment cards for Union dues and the Initiation Fee, or Agency/Service Fees. There shall be no solicitation of employees for Union membership, dues or Service Fees conducted upon the premises of the Company during working time by the Union, its representatives or by employees; nor shall there be any distribution or collection of payroll deduction assignment cards for Union dues, the Initiation Fee, or Service Fees conducted upon the premises of the Company during working time by the Union, its representatives or by employees.

*Section 10.* The check-off assignment cards herein provided for shall be submitted by the local Union to the office of the appropriate Manager, Human Resources of the respective plant not later than the fifteenth day of the month preceding the month in which deduction of Union dues and the Initiation Fee or Service Fee is first made.

*Section 11.* Check-off assignments shall be submitted with a letter of transmittal signed by an authorized officer of the local Union listing in duplicate the name, department number, clock number, and the amount of dues and the Initiation Fee, or Service Fee, to be deducted from the earnings of the employees who signed such assignments.

*Section 12.* The Company shall forward to the local Union each month the following information listed in alphabetical order:

- (a) The names, departments, and clock numbers of employees who authorized deduction of Union dues and the Initiation Fee, or Service Fee and from whose wages such a deduction has been made during the current month.
- (b) The names of employees who authorized the deduction of Union dues and the Initiation Fee, or Service Fee and from whose wages no such deduction was made because of insufficient earnings during the pay period for which the deduction was authorized.
- (c) The names of employees who authorized such deduction but whose assignment became ineffective pursuant to Section 7 of this Article by reason of the termination of their employment or transfer to a job not covered by this Agreement.

*Section 13.* If in any payweek of any month the earnings of any employee who authorized such deductions are insufficient to permit deductions to be made, the Company will make the appropriate deductions from the employee's earnings in the following week's pay; providing, however, if there are still insufficient funds, the Company will make the appropriate deductions in the next succeeding week's pay, up to the first payweek of the next succeeding month.

*Section 14.* If, by the last pay period of the succeeding month in which deductions were to be made, the earnings of an employee who authorized such deductions are insufficient to permit such deductions to be made, the obligation of the Company to deduct Union dues or a Service Fee will then revert to a current basis, and it is understood that the Company will have no further obligation for the collection of past dues or fees in such cases.

*Section 15.* A check in the total amount of dues and initiation fees and service fees deducted by the Company shall be electronically transferred or drawn each month by the Company to the order of District Lodge 26, International Association of Machinists and Aerospace Workers, and shall be sent by Registered Mail, Return Receipt Requested, to the Secretary-Treasurers thereof.

*Section 16.* The Company's obligations set forth in this Article of the contract shall terminate automatically in the event of any strike, sympathy strike, sit-down, slowdown, concerted stoppage of work, or picketing of the Company's plant by employees of the Company; provided, however, that said obligations shall not terminate if the Union has complied with the provisions of Article 24 of this Agreement.

*Section 17.* It is agreed that the Company shall honor check-off assignment cards only when such cards are properly executed in the form, basic color, paper stock and size of the samples attached hereto and made a part of this Agreement.

*Section 18.* All of the provisions of this Article shall be effective to the extent permitted by applicable law.

## **ARTICLE 6 Union Representation**

*Section 1.*

- (a) The total number of Shop Stewards shall be determined by applying a formula of one (1) Shop Steward for every seventy-five (75) employees in the bargaining unit as set forth in Article 2. The area of the shop which each Shop Steward shall represent for the purpose of adjusting grievances or complaints under Article 7 shall be mutually agreed upon by the Company and the Union. The number of Shop Stewards assigned to any one Shop Steward area shall not exceed a ratio of one (1) Shop Steward for each fifty (50) bargaining unit employees in that area, subject to the overall limitation of one (1) Shop Steward per seventy-five (75) employees set forth above. The number of Shop Stewards and the areas which they represent shall be subject to review upon the request of either the Company or the Union.
  
- (b) Should the number of Shop Stewards exceed the limitations set forth in Section 1(a) above, the Company shall so inform the Union in writing. The Union shall thereupon promptly notify the Company in writing of the revisions in Shop Steward assignments required by such limitation. Failure of the Union to so notify the Company within ten (10) days (excluding Saturdays, Sundays, and holidays) shall automatically reduce the number of

Shop Stewards to the required level by cancelling Shop Steward appointments on the basis of seniority as defined in Article 8, starting with the least senior Shop Steward.

- (c) In outlying areas where the employee complement would not allow for the recognition of a Shop Steward under the provisions of Section 1(a), of this Article, exceptions may be made if it is mutually agreed by the parties.

*Section 2.* The number of Shop Committeepersons shall be five (5) for the bargaining unit as set forth in Article 2, except for cases in which the individual bargaining unit exceeds 1,200, the number of Shop Committeepersons may be increased to a total of six (6). In the event that the number of bargaining unit employees decreases during the term of office, such additional Shop Committeeperson shall be permitted to complete his or her term of office before being removed. The Shop Committee shall meet with the Committee of Management as provided in Article 7.

*Section 3.* Shop Committeepersons (except the Chairperson) and Shop Stewards shall be active employees of the Company. No employee shall act as a Shop Committeeperson or Shop Steward unless at the time of his or her selection he or she has not less than six (6) months' seniority as defined in Article 8; provided however, those selected with less than twelve (12) months seniority will not be afforded the provisions of Article 8, Section 15 until they attain twelve (12) months seniority.

The six (6) month seniority requirement shall not apply in those cases where the employee selected to be a Shop Committeeperson or Shop Steward previously held one of these positions within District 26.

*Section 4.* The Union shall furnish the Company with a list of its officers, Shop Committee members, and Shop Stewards, and shall as soon as possible notify the Company of any changes therein. No officer, Committeeperson, or Shop Steward shall be recognized by the Company until such written notification of his or her appointment shall have been received by the Company from a duly authorized officer of the Union. Subject to the limitations of this Article, the Company shall recognize Shop Steward appointments within five (5) days (excluding Saturdays, Sundays, and holidays) after receipt of notification from the Union.

*Section 5.* The Company will provide Company badges for entrance into the plants and facilities to the Directing Business Representative, the Assistant Directing Business Representative, Business Representatives of District 26, the Grand Lodge Representative and full-time officers of local Unions which represent employees covered under Article 2. The Union Representatives stated above will have access to the plants and facilities to address specific problems at the request of

the Directing Business Representative or his or her designee and concurrence of the Company. However, none of these visits to the Company's plants or facilities will result in a meeting with any employee who is clocked in on Company time, except by mutual agreement of the Company and Union.

## **ARTICLE 7**

### **Grievance Procedure**

Grievance Procedure Review. At the request of either party, there will be a meeting between the Directing Business Representative or his or her designee, and appropriate Union representatives and the Vice President, Human Resources or his or her designee, and appropriate Company representatives, to discuss problems of significant magnitude which impede the grievance procedure from functioning in an effective fashion, including earnest effort issues. The purpose of this meeting shall not be to resolve particular grievances.

The parties agree all participants should be trained in their obligations in the grievance procedure prior to assuming this responsibility.

*Section 1.* In the event that a difference arises between the Company, the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such differences in accordance with the following procedure which must be followed.

Oral Step. An employee having a grievance or complaint pertaining to his or her wages, hours, or working conditions may, after notice to his or her immediate supervisor, take it up either directly with his or her supervisor or with the Shop Steward who shall take it up with the employee's supervisor. If the employee's grievance concerns disciplinary action administered by another supervisor, then the supervisor who administered the disciplinary action will be present with the immediate supervisor in the grievance procedure, provided he or she is still a supervisor of bargaining unit employees. Such grievance shall be presented orally at this step of the grievance procedure. Any such discussion shall be as brief as possible and the employee may be present at this discussion.

The supervisor will produce at this step of the procedure, at no cost to the Union, the records the supervisor has available to him or her and which the Company relied upon to reach the conclusion or make the decision which resulted in the instant grievance.

No Steward shall be called in the case of a grievance involving any disciplinary action until the administration of such action shall have been

completed nor shall a Steward be called for an employee who alleges he or she is being improperly laid off. In the case of a grievance concerning the discharge or suspension of an employee, the Steward will be given the opportunity to meet with the supervisor who issued the discipline.

The Shop Steward shall be given an opportunity to be present at the adjustment of a grievance arising under the terms of this Agreement which is presented to the supervisor directly by an employee.

If the grievance is not satisfactorily settled at the Oral Step, it must within five (5) working days, excluding Saturdays, Sundays, and holidays of the supervisor's disposition be reduced to writing on the form provided. All grievances which affect the wages, hours, or working conditions of any employee shall, when reduced to writing in Written Step 1, be signed by that employee. The dispositions given at Written Steps 1 and 2 of this procedure, together with the dates thereof, must be noted on the form and signed by the respective representatives of the Company and the Union.

Grievance forms shall be obtainable from the supervisor.

When the grievance is reduced to writing, there must be set forth in the spaces provided all of the following:

- (a) A statement of the grievance and the facts involved; and
- (b) The remedy requested.

Written Step 1. When reduced to writing, the grievance shall be taken up, as soon as possible, but no more than five (5) working days by the Shop Steward within whose area the grievance arose together with the employee (except in cases of discharge or indefinite suspension where a Shop Committeeperson may attend in place of the employee) with the grieving employee's supervisor and the Unit Manager of record. (In the case of a grievant assigned to a three day a week, twelve hour per day alternative workweek schedule, the grievance will be taken up as soon as possible, but no more than seven [7] calendar days.) In the case of a grievance alleging discrimination and at the request of the grievant, with the permission of the Shop Chairperson, the Chairperson of the Local Lodge Human Rights Committee may attend and participate in such Written Step 1 meetings. In the event that the Unit Manager of record is not available, the Company may substitute another management representative in his or her place. The Unit Manager or designated management representative may substitute a Human Resources Representative for the employee's supervisor. The answer of the Unit Manager or designated management representative will be given in writing on the form provided within five (5) working days, excluding Saturdays, Sundays, and holidays

after its presentation. In cases where the employee has filed multiple grievances pertaining to the same issue, all cited issues will be discussed together. However, the Unit Manager or designated management representative will give a written disposition on each grievance.

The Company will produce at this step of the grievance procedure at its own cost and without the need of a request by the Union the records it relied upon to reach the conclusion or make the decision which resulted in the instant grievance. If the Steward considers other relevant records to be necessary to the resolution of the grievance, the Company will produce such additional records, without cost, if it does not impose an unreasonable burden on the Company to obtain such records. Where the Steward's request for additional records does impose an unreasonable burden on the Company, the Union agrees to reimburse the Company for the actual cost incurred by the Company in locating and procuring such additional records.

If the Company fails to produce records at the Oral Step or Written Step 1 which the Steward considers to be necessary to the resolution of a grievance, the Steward will promptly notify the Shop Chairperson. Within twenty-four (24) hours the Shop Chairperson or his or her designee will notify the Manager, Human Resources to provide the necessary records. The Manager, Human Resources or his or her designee will have forty-eight (48) hours to decide whether or not to produce the requested records. The Company will have a reasonable amount of time to produce the records agreed to by the Manager, Human Resources or his or her designee. The Shop Steward will have the option of placing the original grievance on hold until either the Manager, Human Resources or his or her designee has decided not to produce the requested records or until the requested records are provided.

#### Written Step 2.

- (a) If the grievance is not satisfactorily settled at Written Step 1, an appeal therefrom may be taken by the Shop Steward to the Committee of Management. The appeal by the Shop Steward shall be considered to be taken if the Shop Steward so marks the grievance form within the time limit provided in Section 5 of this Article. In addition, such appeal shall be included on an agenda letter (filed as provided in Section 9[a] of this Article) for the first regularly scheduled meeting of the Committee of Management following the date of the Unit Manager or designated management representative's decision; provided, however, that if this is not done, the grievance shall be included on an agenda letter for the second regularly scheduled meeting of the Committee of Management following the date of the Unit Manager or designated management representative's decision. If the grievance is not included in such an agenda letter, the decision of the Unit

Manager or designated management representative shall be final and conclusive and binding upon all employees, the Company, and the Union.

- (b) The following types of grievances shall be presented initially at this step of the grievance procedure: grievances which affect a substantial number of employees (five or more), other than job rating grievances, earnest effort grievances, record request grievances, grievances which the Unit Manager or designated management representative at Written Step 1 of this procedure lacks authority to settle, and grievances filed by the Company or the Union.
- (c) The Committee of Management shall meet with the Union Shop Committee and Business Representative whenever necessary but not more frequently than every two weeks to hear grievances and complaints properly before it as set forth in Written Step 2(a) and (b) of this Article.
- (d) The Committee of Management will render a disposition on a grievance so presented to it upon completion of the Union's presentation at the Written Step 2 meeting. However, it is understood and agreed that either party may, at any step of the procedure, place a grievance on hold. In such cases, the disposition will not be given until the regularly scheduled meeting in which the grievance is no longer on hold by either party.

It is agreed that in the interest of encouraging the settlement of grievances, no decision or resolution of a grievance at the Oral Step or at Written Steps 1 and 2 shall be cited by either party as a precedent in any subsequent grievance.

*Section 2.* A claim that under the Hourly Job Rating Plan a job has been improperly assigned or evaluated to a labor grade shall first be taken up by either the Union Job Evaluation Specialist or the Shop Committeeperson for the area with the designated management representative. If such claim involves a new job or a changed job as defined herein, it must be presented to the designated management representative by either the Union Job Evaluation Specialist or the Shop Committeeperson within sixty (60) days of the assignment or evaluation of the new or changed job to a labor grade. Either the Union Job Evaluation Specialist or the Shop Committeeperson shall complete his or her presentation of the facts relating to the claim within sixty (60) days after the original presentation. The designated management representative shall render his or her decision on such claim within sixty (60) days after either the Union Job Evaluation Specialist or the Shop Committeeperson has notified him or her in writing that the Union has completed its submission of facts relating to the claim.

If no satisfactory adjustment of the matter is reached by either the Union Job Evaluation Specialist or the Shop Committeeperson and designated management

representative, any aggrieved employee or the Union Job Evaluation Specialist or Shop Committeeperson may then file a grievance as hereinbefore provided. Such grievance shall be processed beginning with Written Step 2 of the grievance procedure provided that it is included in an agenda letter as provided for in Written Step 2 (a) herein, after the decision given by the designated management representative. Such written grievance shall state in detail the specific facts upon which the Union bases its claim that the job has been improperly evaluated and shall set forth the specific factors of the evaluation which it claims are incorrect giving specific and detailed reasons for such claim.

*Section 3.*

- (a) Any contractual grievance not settled at Written Step 2 of Section 1 of this Article shall be submitted to arbitration upon the request of either party hereto filed in accordance with the provisions of this Article with the exception of Articles 1 and 27.
- (b) Other grievances arising under this contract which are not settled at Written Step 2 of Section 1 of this Article may be referred to arbitration if the Company and the Union mutually agree in writing. The Company will respond to the Union within ten (10) working days of receipt of an appeal letter under (a) and (b) of this Section.
- (c) Except for the grievances which can be arbitrated under Section 3(a) and 3(b) of this Article, no disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation, or application of the provisions of this Agreement shall be submitted to any Arbitrator for decision. It is further understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of events which occurred prior to the execution of this Agreement shall be submitted to arbitration under the provisions of this Agreement.
- (d) The decision of the Arbitrator shall be supported by substantial evidence on the record as a whole and shall be final and conclusive and binding upon all employees, the Company, and the Union.
- (e) The Arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement; nor shall the Arbitrator have jurisdiction in any case submitted to arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Company to direct its operations; to determine the number and location of its plants; the product to be manufactured; the types of work to be performed; the assignment of all work to employees or other persons; the schedules of production; shift schedules and hours of work; the

methods, processes and means of manufacturing; or the rules and regulations to be made or applied for production, discipline, efficiency, and safety.

- (f) The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony; provided, however, that in cases involving discharge, suspensions, final warnings or promotions based upon “most senior qualified”, the Company shall first present to the Arbitrator its case in support of such action.
- (g) Grievances subject to arbitration under this Section shall be referred for a decision to one of the members of a fixed panel of arbitrators which consists of: Richard I. Bloch, Arthur Stark, Arvid Anderson, Timothy Bornstein, Mark L. Irvings, Dana E. Eischen, Michael W. Stutz, and Joan Parker. The designation of the Arbitrator shall be made either by mutual agreement of the parties hereto; or in the absence of such agreement, the Arbitrator shall be alternated with each case.
- (h) The fee and expenses of the Arbitrator shall be divided equally between the Company and the Union.
- (i) The Company and the Union agree that in grievance arbitrations pertaining to terminations for attendance, sleeping, theft, and fighting, as well as suspensions for any reasons or final warning grievances, the Arbitrator will render his or her oral decision within seven (7) days of the close of the hearing, followed by a written award. This shall not apply if the parties mutually agree to have transcripts and submit briefs to the Arbitrator. The Company and the Union further agree in all other cases the Arbitrator will render his or her decision within sixty (60) days of the filing of the briefs.
- (j) Arbitrations involving discharge, suspension, and final warnings grievances and grievances alleging unfair labor practices shall be expedited to the fixed panel ahead of all other arbitrations not as yet scheduled for hearing.

*Section 4.* An employee may file a grievance alleging that he or she is not properly classified in his or her assigned job code because he or she has performed the essential duties of a different job code within the bargaining unit (at least one labor grade higher than his or her assigned code) for a practicable majority of the time during a period of ninety (90) continuous working days. If such a grievance is found to have merit, the award of the Arbitrator is limited to an adjustment in pay equal to the difference between the employee's actual earnings and the earnings he or she would have received had he or she been properly classified during the ninety (90) continuous working days immediately preceding the filing of the grievance.

*Section 5.* Should any appeal from the disposition of a grievance given at the Oral Step or at Written Steps 1 and 2 of Section 1 not be taken within five (5) working days, excluding Saturdays, Sundays, and holidays, from the date of such decision, then the decision on such grievance shall be final and conclusive and shall not be reopened for discussion. Any disposition of a grievance accepted by the Union or by the Company in the case of a grievance filed by the Company, or from which no appeal has been taken, shall be final and conclusive and binding upon all employees, the Company, and the Union.

*Section 6.* Any grievance not presented for disposition through the grievance procedure described herein within five (5) working days, excluding Saturdays, Sundays, and holidays, from the date it was found to exist by the employee, shall not thereafter be considered a grievance under this Agreement unless a reason satisfactory to the Company in explanation of the failure to present the grievance within such time is given.

*Section 7.* In no event shall any disposition or award upon any grievance be made retroactive for any period prior to the date the grievance was first filed in writing; provided that in cases involving discharge and suspension, retroactivity will begin with the date the discipline was taken.

*Section 8.* It is agreed that each Shop Steward has assigned work to perform in the plant and the interests of production and efficiency require that interruptions of the Shop Stewards' work assignments be as infrequent and of as short duration as the grievance or complaint reasonably requires. Shop Stewards shall first request permission from their supervisor before leaving their jobs. Such request shall not unreasonably be denied.

Upon entering a department other than his own, a Shop Steward shall first report to the supervisor in charge of the new department and make known the purpose of his or her being there.

*Section 9.* A member of the Shop Committee or a Shop Steward shall, after notice to his or her supervisor, be allowed to leave his or her job for attendance at the following meetings, where necessary and as indicated. Time spent in attendance at such meetings during his or her scheduled working hours shall be recorded and paid as provided in subsections (c) or (d) below.

- (a) For a member of the Shop Committee to attend a regular Written Step 2 meeting to be held whenever necessary, but not more frequently than once every two (2) weeks, and for not exceeding three (3) hours. Before the holding of such meeting, the Chairperson of the Shop Committee must have presented to the Manager, Human Resources an agenda in writing by the close of business, at least three (3) working days, excluding Saturdays,

Sundays, and holidays, previous to the time of the meeting. Such agenda shall state fully the specific grievances or complaints which the Union wishes to discuss at such meeting. There shall be no obligation on the part of management representatives to discuss any matter which does not appear on such agenda.

- (b) For a member of the Shop Committee to attend any special meeting not exceeding three (3) hours relating to discharge or other matters which cannot reasonably be delayed until the next regular meeting of the Shop Committee and the Committee of Management; or to attend a Written Step 1 meeting involving a discharge or indefinite suspension.
- (c) Shop Stewards will receive pay for grievance or complaint handling as described in Article 7, Section 1, Oral Step, and Written Step 1 herein at their regular base rate plus cost-of-living allowance exclusive of overtime allowances, but including shift premium, if any, not exceeding three (3) hours in any workweek.
- (d) Shop Committeepersons will receive pay for time spent at regular meetings as described in Article 7, Section 1, Written Step 2 herein at their regular base rate plus cost-of-living allowance exclusive of overtime allowances, but including shift premium, if any, not exceeding three (3) hours in any workweek. Shop Committeepersons will also receive pay for time spent at any special meetings or Written Step 1 meetings as described in Article 7, Section 9, subsection (b) above at their regular base rate plus cost-of-living allowance exclusive of overtime allowances, but including shift premium, if any, not exceeding three (3) hours in any workweek.
- (e) The Company will pay up to eight (8) hours lost time for two (2) members of the Shop Committee to audit Company layoff lists involving any layoff of 50 or more employees at a single site.

*Section 10.* It is agreed that if time spent by Shop Stewards and Shop Committeepersons in the grievance procedure exceeds that amount allowed under Article 7, Section 9 above, the excess time will be billed to the appropriate Local Lodge on a monthly basis. Remittance for such time shall be made payable to the Company not later than thirty (30) days following the submission of said bill.

*Section 11.* Any employee shall have the right to appeal his or her discharge or suspension through the grievance procedure within five (5) working days from the date thereof. Failure to file such an appeal within five (5) working days shall prohibit any further consideration of such discharge or suspension. If as a result of such appeal the employee is found to have been discharged or suspended without just cause, he or she shall receive pay at his or her regular rate for the time he or

she would have otherwise normally worked, including overtime, less any income he or she may have received from any other source. An employee who has been discharged or given a disciplinary suspension shall, before leaving the plant, be permitted to see the Shop Steward for the area in which he or she worked at a private location, on company property, designated by the Company if he or she requests this privilege of his or her supervisor. Any grievance filed concerning the discharge or indefinite suspension of an employee shall be presented initially at Written Step 1 of the grievance procedure.

## **ARTICLE 8**

### **Seniority**

#### *Section 1.*

- (a) In case of an indefinite layoff for lack of work, employees shall be laid off and recalled by noninterchangeable occupational groups within specified seniority areas in accordance with their seniority (length of continuous service with the Company since the most recent date of hire); provided, however, the employees in job grade levels designated as "I" (interchangeable) within a job family and seniority area shall be laid off and recalled in accordance with their seniority within such job family.
  
- (b) Pursuant to Letter 17, nothing herein shall preclude the Company from transferring an employee scheduled to be laid off from a job in one occupational group, job family and seniority area to a job in a different occupational group, job family or seniority area in which no laid-off employee retains seniority, nor from recalling without loss of seniority an employee laid off from one occupational group, job family or seniority area to a job in a different occupational group, job family or seniority area in which no laid-off employee retains seniority. If the employee is transferred or recalled, his or her seniority thereafter shall be in the occupational group, job family and seniority area to which he or she transferred or to which he or she was recalled and he or she shall have no seniority in his or her former occupational group, job family or seniority area.

*Section 2.* The noninterchangeable occupational groups, the job families (including job grades designated as Level "I"), and the seniority areas mentioned in Section 1 have been mutually agreed upon and are incorporated and made part of this Agreement as Appendices "A" and "B" attached hereto.

### *Section 3.*

- (a) Before new employees are hired in a given occupational group in a particular seniority area, the employees with seniority who are still laid off from that occupational group or job family in the area shall first be offered employment in that occupational group from which they were laid off or job family in jobs included in the "I" level at the then existing rate of pay for the job to which they were recalled in accordance with seniority. Employees who remain in the same job family and were demoted as a result of a reallocation of employees in the presence or absence of a layoff and employees who were recalled to a lower grade job in the same job family shall be considered to be on the recall list for their former job as though they had been laid off at the time of their demotion for the period of seniority retention provided in Section 14 of this Article. Demoted employees with seniority retention rights, will be given the opportunity to return to their former job as openings become available in accordance with their seniority and before promotions are made to that job within their seniority area.
- (b) Employees on layoff will have ConnOps-wide recall rights by occupational group and job family. Recall shall be made in order of seniority from the pool of such employees on layoff without regard to the seniority area from which they were laid off.

### *Section 4.*

- (a) When it is necessary to readjust personnel in conjunction with a layoff, employees shall be demoted as required in accordance with their seniority within each noninterchangeable occupational group; provided, however, that such demotions or lateral transfers to job grade level "I" shall be made within the employee's job family in their seniority area without regard to the noninterchangeable occupational groups within such job family.
- (b) Any employee who suffers a demotion and who is currently paid at a rate above the maximum for the labor grade to which he or she is demoted shall have his or her wages frozen for a period of six (6) months from the effective date of the demotion before suffering any actual loss in wages. Any subsequent reduction in wages shall be at the rate of \$.10 per hour every sixteen (16) weeks until such time as the employee reaches the maximum rate of the lower labor grade. Any employee who is demoted, but at the time of the demotion is paid at a rate less than the maximum rate of the lower labor grade, shall continue with his or her automatic progression until such time as he or she attains maximum rate.

- (c) Any shift imbalance in specific departments and ensuing reallocation of employees will be done in a manner which permits the more senior employees to be assigned to the shift of their preference.

*Section 5.* Except in an emergency or for reasons or conditions over which the Company has no control, where there are general layoffs for an indefinite period, as much notice as is practicable, but not less than ten (10) days, shall be given in writing to the Shop Committee before the layoff. A list will be supplied indicating the names of the employees scheduled to be laid off and their seniority status in relation to the remaining employees in the occupational group. The Company on a monthly basis will provide to the Chairperson of the Shop Committee a list of the names of laid-off employees who exercised their right of recall.

*Section 6.*

- (a) An employee shall be considered a probationary employee for the first ninety (90) days of his or her employment, and thereafter his or her seniority shall be from his or her most recent date of hire. In the case of probationary employees, there shall be no seniority rating nor responsibility upon the part of the Company for continuous employment nor for reemployment if laid off before the completion of their continuous probationary period. It is understood and agreed that during such probationary period, layoff or discharge shall be left to the discretion of the Company.
- (b) In the case of an indefinite layoff for lack of work, probationary employees in the occupational group or job family in the seniority area affected by the layoff shall first be terminated.

*Section 7.*

- (a) No employee shall be eligible by reason of his or her seniority to be recalled to a higher-rated job as a result of layoff except where the job held by the employee at the time of layoff has been upgraded or where the essential elements of that job have been combined with another and the resulting job is of a higher labor grade. In all such cases, the employee shall have recall rights to the higher-rated job. However, nothing shall preclude the Company from offering an employee the opportunity to be recalled to a higher-rated job.
- (b) Laid-off employees who were previously demoted under the conditions defined in Section 4(a) of this Article and who would have been considered to be on the recall list for their former job, as defined in Section 3 of this Article, may be offered recall to their former job in accordance with their seniority retention, as provided in Section 14(c) of this Article.

- (c) No employee shall be eligible by reason of his or her seniority to be transferred to a higher-rated job as a result of layoff.

*Section 8.* Whenever promotions are made to higher-rated jobs other than to supervisory jobs, they shall be made as follows:

- (a) Whenever promotions are made to higher-rated jobs, except as provided in 8(b) below, they shall be made on the basis of the most senior qualified employee in the line of progression in the occupational group in which the promotion is made.
- (b) Whenever promotions are made to the highest labor grade in the occupational group and all working leader positions, they shall be made on the basis of the coequal standards of seniority, ability and fitness of the employee.
- (c) It is understood that the employees who may file a grievance concerning such a promotion, as defined within this Section, are those assigned to the business unit in which the promotion occurs, or in the business unit from which the promotee was transferred.
- (d) All promotions will be made on shift, provided the promoted employees have the necessary seniority. In the event that such promotions create an imbalance, the resulting imbalance will be adjusted as provided by Letter 17 of this Agreement. This provision shall not apply for promotions to working leader or promotions resulting from job posting.

*Section 9.*

- (a) Temporary layoffs due to lack of work not to exceed thirty (30) days may be made by the Company irrespective of any provisions of this Agreement. In such cases the Company will, in lieu of layoff whenever possible, reassign employees to other jobs during the period of such layoff.
- (b) Selection of employees for such temporary layoffs will be made by taking volunteers in seniority order, beginning with the most senior employee in the affected classifications by department by shift. In the event that an insufficient number of employees volunteer, then in reverse order of seniority in the affected classifications by department, by shift, the Company will notify the least senior employees that they will be temporarily laid off. An employee shall not be temporarily laid off under this Section more than once until all other employees in the same classification in the department affected shall have been temporarily laid off once under this Section.

- (c) If there is a series of such temporary layoffs, the Company will so far as it is practicable make an equal distribution of such lost time.
- (d) While on such temporary layoff, employees shall continue to accrue their seniority, pension credits, and the Company shall continue to provide coverage for their health and dental insurance. In addition, it is agreed that such layoffs will not affect vacation pay, sick pay, service awards, incentive vacation, life insurance coverage, automatic wage rate progression increases, eligibility for job posting or apprenticeship programs, educational assistance and Employee Assistance Programs. It is further understood that employees affected by temporary layoffs will not be denied any of the contractual benefits provided under the terms of this Agreement. Upon return to work, the employees shall be returned to the job they held at the appropriate rate of pay and on the shift where they worked at the start of such temporary layoff.

*Section 10.* The Company will survey employees for transfer to a preferred shift. Such transfers will be made on a seniority basis within a business unit.

*Section 11.*

- (a) If any person is transferred from any plant or facility operated by Pratt & Whitney (Government Engine Business) or by UTC Power Corp., or any Hamilton Sundstrand unit represented by Local Lodge No. 743 of the I.A.M.A.W. into the bargaining unit covered by this Agreement, or from one noninterchangeable occupational group or from one seniority area to another noninterchangeable occupational group or area within the bargaining unit, his or her seniority in the bargaining unit shall include his or her total length of continuous service with Pratt & Whitney (Government Engine Business) or UTC Power Corp., or any Hamilton Sundstrand unit represented by Local Lodge No. 743 of the I.A.M.A.W. except as provided in (c) of this Section.
- (b) If any bargaining unit employee is hired from any plant or facility operated by Pratt & Whitney (Government Engine Business), Hamilton Sundstrand or UTC Power Corp., which are represented by the I.A.M.A.W., or Sikorsky Aircraft represented by IBT Local Union 1150, and such person retains recall rights, his or her seniority in the Pratt & Whitney (Connecticut Facilities) bargaining unit shall be established at the date of hire for purposes of layoff, promotion and shift transfer. His or her Hamilton Sundstrand, UTC Power Corp., or Sikorsky Aircraft seniority date will be used for health and welfare benefits and those relating to sick and personal time and vacation eligibility.
- (c) For the purposes of layoff only, and except as provided in Sections 1(b)-and 4(a) of this Article, an employee promoted, demoted or laterally transferred from one noninterchangeable occupational group or from one seniority area to

another shall have his or her seniority transferred to the noninterchangeable occupational group and seniority area to which he or she is transferred ninety (90) calendar days after the date on which the transfer becomes effective.

*Section 12.*

- (a) Upon written application by the Union, the Company will grant a leave of absence of not less than one (1) year to any employee who enters the employ of either the local Union or the International Association of Machinists and Aerospace Workers. Such leave of absence shall terminate automatically if the employee's assignment by the local Union or the International Association of Machinists and Aerospace Workers is to any organization other than a local Union which represents the employees of a plant of the Company. This provision shall not prevent a necessary and temporary short-term assignment to a local Union which does not represent employees of the Company, where advance notice of such assignment is given to the Company. The resultant reassignment shall not, absent mutual agreement, exceed twelve (12) calendar weeks in any contract year. An extension of such leave for an additional period shall be granted upon written application made prior to the expiration of such leave of absence.

During such leave of absence such employee shall be considered to head the seniority list in the occupational group in which he or she worked immediately before the beginning of his or her leave for the purpose of layoff consideration. It is understood and agreed that such an employee will not accumulate Continuous Service Credits for the purpose of computing Pension benefits under the Company's applicable Plan during such a leave of absence or any extension.

- (b) If an employee who has been granted such leave of absence reports for work at the beginning of the first regular workday after the termination of such leave, he or she shall be reemployed on the same general type of work which he or she did last prior to his or her leave at the wage rate existing in the plant at the time of his or her return for the job on which he or she is reemployed.
- (c) During such leave of absence, such employee shall accumulate his or her seniority. His or her reemployment shall be subject to the condition that he or she is able to perform the duties required of him or her and that he or she would have retained his or her seniority under this Article had he or she been in the employ of the Company during the period of his or her leave of absence.

*Section 13.* A salaried employee who once held a bargaining unit position may be returned to the bargaining unit to a job that has been posted and not filled from within the bargaining unit; provided, however, that such employee will return to the bargaining unit without seniority for all purposes other than benefits.

*Section 14.* An employee shall lose his or her seniority rights under any one of the following circumstances:

- (a) If he or she resigns.
- (b) If he or she is discharged for just cause.
- (c) If the employee is laid off or continuously absent from work for any other reason, he or she shall retain seniority rights as follows:

<u>Seniority at the Time of Layoff or Absence</u>	<u>Period of Retention</u>
91 days up to 2 years	24 months
2 years up to 5 years	36 months
5 years or over	60 months

- (d) If he or she fails to acknowledge acceptance of recall within five (5) working days and report to work within ten (10) working days after due notice by the Company to the employee's last known address to return to work after layoff, or fails to give reasons satisfactory to the Company within such five (5) days for not reporting to work.

*Section 15.* For all purposes, other than layoff, the seniority rights of the members of the Union Shop Committee, President, Vice President, if employees, and Shop Stewards, Senior Union EAP Coordinator, Union EAP Coordinators, Union Apprenticeship Coordinator, Union Job Evaluation Specialist, Chief EHS Representative, Senior Union EHS Coordinator, and Union EHS Representatives shall be exactly the same as the seniority rights of all other employees except as provided below:

- (a) In the case of layoff, and for the sole purpose of maintaining Union representation at the time of layoff, members of the Union Shop Committee, the President, Vice President, Senior Union EAP Coordinator Union EAP Coordinators, Union Apprenticeship Coordinator, Union Job Evaluation Specialist, Senior Union EHS Coordinator, and Chief EHS Representative, if employees, shall, during their term of office, head the seniority list in their occupational group and job family, and will not be laid off until all other

employees in their labor grade (or lower labor grade) in their respective occupational group and job family have been laid off.

- (b) In the case of layoff, and for the sole purpose of maintaining Union representation at the time of layoff, Shop Stewards shall, during their term of office, head the seniority list in their occupational group and job family, in their steward area, and on their respective shift, or in the case of Union EHS Representatives in the area for which they are responsible, and will not be laid off until all other employees in their labor grade (or lower labor grades) in their occupational group and job family, in their steward area, or in the case of Union EHS Representatives in the area for which they are responsible, and on their shift, have been laid off.
- (c) A Shop Committeeperson or a Shop Steward will not be transferred or promoted to a job outside of his or her Committeeperson or Steward area unless he or she notifies the Company in writing that he or she wishes to be considered for such a job during which time he or she shall maintain his or her position as a Committeeperson or Shop Steward; or unless there is no job of the same or lower labor grade in his or her occupational group in such area which he or she is qualified to perform; or except in the case of an emergency; or unless his or her department is being transferred to another location outside such area.

*Section 16.*

- (a) Severance pay allowances shall be paid to employees who are laid off for an indefinite period. To be eligible for any severance pay allowance, an employee must have at least ninety (90) days seniority as of the day preceding the layoff.
- (b) Severance pay allowance shall be calculated on a weekly basis (the employee's normal workweek at the time of the layoff) and each week's pay allowance shall consist of forty (40) times the employee's base hourly wage plus cost-of-living allowance (excluding any shift or other premium pay) which the employee was paid for the last day of work preceding layoff.
- (c) Severance pay allowance shall be paid weekly to an eligible, laid off employee beginning on the second payday following the date the employee is laid off.
- (d) The number of weeks for which an employee shall receive severance pay allowance shall be governed by the employee's seniority on the day preceding layoff as follows:

<u>SENIORITY (COMPLETE YEARS)</u>	<u>SEVERANCE WEEKS</u>
From 90 days to One (1) year .....	Two (2) weeks
From One (1) to Two (2) Years .....	Four (4) weeks
Three (3) years .....	Four (4) weeks
Four (4) years .....	Four (4) weeks
Five (5) years .....	Five (5) weeks
Six (6) years .....	Six (6) weeks
Seven (7) through Nine (9) years .....	Seven (7) weeks
Ten (10) through Twelve (12) years .....	Nine (9) weeks
Thirteen (13) and Fourteen (14) years .....	Ten (10) weeks
Fifteen (15) and Sixteen (16) years .....	Twelve (12) weeks
Seventeen (17) and Eighteen (18) years .....	Fourteen (14) weeks
Nineteen (19) and Twenty (20) years .....	Sixteen (16) weeks
Twenty-one (21) and Twenty-two (22) years .....	Eighteen (18) weeks
Twenty-three (23) and Twenty-four (24) years .....	Twenty (20) weeks
Twenty-five (25) or more years .....	Twenty-four (24) weeks

- (e) No employee, however, shall be paid a severance pay allowance for any week following the date the employee is recalled to work from a layoff.
- (f) No employee shall be paid the severance pay allowance more than once during this contract period; provided, however, if the total severance pay allowance to which the employee was entitled under (d) above was not paid him or her during this contract period because of his or her recall from layoff, such employee who is again laid off during this contract period shall again be eligible for severance pay allowance but only for the number of weeks for which his or her total severance pay allowance was not paid because of his or her recall from layoff.
- (g) No severance pay allowance will be paid to any employee who is laid off because of an act of God or a natural emergency or because of a strike at a facility of a major supplier of necessary parts.
- (h) Medical and dental insurance coverage will be provided at no cost to eligible laid off employees for the same number of weeks they are eligible to receive

severance pay, except that all employees eligible for severance pay will receive at least one (1) month of paid medical/dental insurance coverage.

- (i) The Company, in conjunction with the Union, will provide services designed to assist employees who are scheduled to be laid off such as: outplacement counseling, unemployment counseling, etc.
- (j) The Company agrees to make available Employment Retraining Assistance to employees who are laid off. To be eligible, employees must have at least one (1) year of continuous and active service at the time of layoff. Retraining may not extend beyond two (2) years following the date of layoff. Participants shall be compensated 100% of all tuition and academic fees, not to exceed a maximum of \$4,000. This program shall cease immediately upon full-time employment with another employer. However, the Company agrees to pay for any course in progress at the time of such reemployment, subject to the conditions outlined above.

*Section 17.*

- (a) In the event the Company transfers any part of an operation, cell, or department between plants or within a plant covered by this Agreement, the affected employees in the affected operation, cell, or department where the work was being performed for 90 calendar days prior to the initial transfer of employees, equipment, or work, will be given the opportunity to move with that work.
- (b) In the event that such affected employees decline to exercise an offer to move with the transferred work, any resulting imbalance in the work force shall be adjusted as provided elsewhere in this Article.

**ARTICLE 9**  
**Hourly Job Rating Plan**

*Section 1.* The Hourly Job Rating Plan currently in effect has been mutually agreed to and has been made a part of this Agreement as Appendix "G". Changes may be made to the plan during the life of this Agreement but such changes require mutual agreement between the parties.

*Section 2.* The Company has furnished the Union with copies of the current plan and job descriptions for all jobs currently within the bargaining unit and will provide the Union with detailed job description sheets covering new or changed hourly-rated jobs included in the bargaining unit as set forth in Article 2 hereof

within thirty (30) days following final approval of such jobs. Draft copies will be made available to the designated Union Job Evaluation Specialist upon request.

*Section 3.* The Company and Union agree to mutually support activities which increase productivity. This will include, where appropriate, multiple machine operations, performance of indirect tasks by direct employees and vice versa, decentralization of core functions (for example, machine repair) and absorption of work currently performed by salaried employees. The intent of encouraging absorption of indirect and salaried tasks by direct employees is specifically and solely to improve productivity and reduce cost. It is not intended to create assignments which employees are not qualified to perform.

*Section 4.*

- (a) The parties agree to work cooperatively in the development of new jobs and the re-evaluation of existing jobs dictated by changes in the business and/or production processes. Proposals for any new job design activities will first be reviewed by the Director, Labor Relations, and the Directing Business Representative or his or her designee of District 26.
- (b) The Union may designate one Union Job Evaluation Specialist from each Local Lodge or a Shop Committeeperson to act as an alternate for the purpose of reviewing new jobs and handling the job rating complaint procedure as specified in Article 7 and this Article. It is understood the Union Job Evaluation Specialist, along with the Human Resources Representative, may participate at Written Step 2 of the grievance procedure concerning job rating complaints. However, such complaints presented at this step of the grievance procedure must be properly signed and dated by an employee classified on the job being challenged or the Union Job Evaluation Specialist or Shop Committeeperson. The Union Job Evaluation Specialist shall, after notice to his or her supervisor, be allowed to leave his or her job for presentation of job rating complaints. All time so spent shall be paid in full by the Company.
- (c) During the term of this Agreement, the Company agrees the definition of a new job will be one in which the Company makes any changes to either the description or scoring portions of a job classification or job description.

*Section 5.* The Union Job Evaluation Specialist will be advised of new or revised job description sheets and be given the opportunity to receive information concerning the job classification and job description sheet prior to or at the time of implementation. Such review will include information used to form the basis for decision regarding the scoring of all job rating factors. The Company shall retain

the exclusive right to implement any new or revised job classification or job description sheet.

*Section 6.* The Union Job Evaluation Specialist or Shop Committeeperson will be granted an on-site inspection of a new or revised job, accompanied by a Human Resource Representative prior to or after submission of a job evaluation complaint at a mutually agreed time. During such reviews, questions may be directed to any employee performing the work covered by the classification being challenged.

*Section 7.* Arbitration of jobs which exist in more than one plant/department and are identical in occupational group and scoring of all factors may be heard simultaneously provided, however, any decision of the Arbitrator which is in variance to the existing scoring shall apply only to departments or plants where such variance is found to exist. In such cases, a separate job description sheet and job classification would be provided.

*Section 8.* In order to facilitate timely resolution, the parties agree briefs will only be submitted upon mutual agreement or at the request of the Arbitrator. If briefs are agreed upon, then the parties agree they will be filed no later than ten (10) days from receipt of the transcript. There is no obligation upon either party to submit a brief. The ten (10) day period may be extended by mutual agreement. The Arbitrator will be expected to render a decision as soon as possible, but not later than thirty (30) days from receipt of the parties' briefs if so provided.

## **ARTICLE 10**

### **Wage Rate Progression**

*Section 1.* An employee classified on a job for which the minimum experience requirement is less than twelve (12) months shall receive the Standard Rate of his or her job classification as soon as qualified and not later than six (6) months from the date he or she starts on such classification, provided he or she has worked continuously on such classification. An employee classified on a job for which the minimum experience requirement is twelve (12) or more months shall receive the Standard Rate of his or her job classification as soon as qualified and not later than twelve (12) months from the date he or she starts on such classification, provided he or she has worked continuously on such classification. Nothing herein shall prevent an employee from receiving at any time more than Standard Rate, provided he or she is qualified.

*Section 2.*

- (a) Wage rate progression from Standard Rate up to but not in excess of Maximum Rate within an employee's labor grade will be automatic at the rate of ten cents (10¢) per hour after completion of sixteen (16) full weeks of satisfactory job performance, subject to (b) through (k) below.
- (b) Automatic increases for any employee who is being paid Standard Rate or above but less than Maximum Rate will continue to be scheduled at sixteen (16) week intervals from the date the employee attained Standard Rate or the date the employee last received an automatic increase in the present labor grade, whichever is later.
- (c) Automatic increases for an employee attaining Standard Rate under Section 1 above will be scheduled at sixteen (16) week intervals from the date of attainment of Standard Rate.
- (d) Ingrade transfers will not affect the scheduling of an employee's next automatic increase.
- (e) Effective the same date as a promotion or a job upgrade, the employee will receive an increase of at least fifty cents (50¢) per hour.
- (f) Employees who are demoted as a result of the conditions of Article 8 Section 4(a) or employees who are demoted for reasons other than at the employees' request shall be placed in such lower rated job at the maximum base hourly rate of the lower rated job or at the base hourly rate the employee is being paid immediately prior to the demotion, whichever is the lower; provided, however, that any resultant reduction in the employee's base hourly rate shall not occur until six (6) months after the effective date of the demotion and any subsequent reduction in wages shall not be more than ten cents (10¢) per hour at each subsequent sixteen-week interval. Employees who request demotion to a lower rated job will be paid the maximum rate of the lower grade or retain the rate then being paid, whichever is the lower.
- (g) Automatic increases for an employee hired or transferred into the bargaining unit at a rate at or above Standard Rate will be scheduled at sixteen (16) week intervals from the beginning of the next pay period after date of hire or transfer.
- (h) Automatic increases for an employee promoted will be scheduled at sixteen (16) week intervals from the effective date of such change in grade if the employee's rate is at or above Standard Rate but below the Maximum Rate on the new grade.

- (i) Automatic increases for an employee demoted, who is at or above Standard Rate but below the Maximum Rate of the lower labor grade, will be scheduled at sixteen (16) weeks from the employee's last increase in the higher grade before demotion and at sixteen (16) week intervals thereafter until at Maximum Rate of the lower labor grade.
- (j) An employee paid eleven cents (11¢) to nineteen cents (19¢) below the Maximum Rate shall be given an increase to the Maximum Rate on his or her next automatic increase date.
- (k) Nothing in this Agreement shall be construed to prevent the Company at its discretion from advancing an employee within the rate range more rapidly than the specified intervals shown above or giving increases larger than those provided in this Section.

## **ARTICLE 11**

### **Wages**

*Section 1.* On December 3, 2007, the base hourly wage rate of each employee covered by this Agreement will be increased by the \$0.53 cost-of-living allowance in effect on December 3, 2007 and this new base hourly wage rate will be further increased by three and one-half (3 1/2) percent. Schedule A shows the hourly rate schedule which will be effective December 3, 2007.

*Section 2.* December 1, 2008 the base hourly wage rate of each employee covered by this Agreement will be increased by three and one-half (3 1/2) percent. Schedule B shows the hourly rate schedule which will be effective December 1, 2008.

*Section 3.* On December 7, 2009, the base hourly wage rate of each employee covered by this Agreement will be increased three and one-half (3 1/2) percent. Schedule C shows the hourly rate schedule which will be effective December 7, 2009.

*Section 4.*

- (a) An hourly cost-of-living allowance, which starts at \$.00 on December 3, 2007, shall be determined semiannually based upon the conditions and provisions set forth in this Section and shall be paid to each employee covered by this Agreement in addition to his base hourly wage rate.

- (b) The cost-of-living allowance, if any, shall be determined on the basis of changes in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (CPI-W), United States City Average, All Items (1982-84 = 100) published by the United States Bureau of Labor Statistics, hereafter referred to as the "Index".
- (c) Adjustments in the cost-of-living allowance shall be effective on all five of the following dates in the amount of one cent (1¢) per hour for each full fifteen hundredths of one percent (0.15%) change in the Index for the months indicated below. Each semiannual adjustment (increase or decrease) in the cost-of-living allowance shall not exceed a maximum of eighteen cents (18¢) per hour.

Based on the Percent Change in the Index

<u>Effective Date of Adjustment</u>	<u>From</u>	<u>To</u>
June 2, 2008	October 2007	April 2008
December 1, 2008	April 2008	October 2008
June 1, 2009	October 2008	April 2009
December 7, 2009	April 2009	October 2009
June 7, 2010	October 2009	April 2010

In calculating the percentage change in the Index, the result shall be rounded to the nearest one hundredth of one percent (i.e., .005 and higher rounded upward, and less than .005 rounded downward). For example, if the October 2006 Index is 197.0 and the April 2007 Index is 202.13 the calculation is:

- Step 1  $202.13 - 197.0 = 5.13$
- Step 2 Divide 5.13 by 197.0 x 100 = 2.6041
- Step 3 Round to 2.60% and divide by .15% = 17¢ per hour.

*Section 5.* No change will be made in a cost-of-living adjustment as a result of any revision made in the published figures for the Index after the effective date of the cost-of-living adjustment.

*Section 6.* The continuance of cost-of-living adjustments is dependent upon the continued monthly publication of the Index in its present form and calculated on the same basis as at the time of the execution of this Agreement. For any month in which the Bureau of Labor Statistics publishes the Index on both an official (revised) basis and the present (old series) basis, the official (revised) basis will be used.

*Section 7.* In the event the Bureau of Labor Statistics does not issue the Consumer Price Index for the appropriate month before one of the effective dates referred to in Section 4 above, any cost-of-living adjustment required by such monthly Index shall be effective at the beginning of the first pay period after receipt of such Index.

*Section 8.*

- (a) All hourly-rated employees on the second shift will be paid, in addition to their base hourly wage rate plus cost-of-living allowance, a shift premium equal to ten percent (10%) of such hourly wage rate plus cost-of-living allowance for each hour worked.
- (b) The Company shall pay to all hourly-rated employees on the third shift seven and one-half cents (7-1/2¢) per hour in addition to their base hourly wage rate plus cost-of-living allowance. Hourly-rated employees on the third shift whose regular shift comprises not more than six and one-half (6-1/2) working hours and who work a full six and one-half (6-1/2) hours on that shift shall receive therefore eight (8) hours pay including cost-of-living allowance. All work performed on the third shift over six and one-half (6 1/2) hours or all work performed in excess of six and one-half (6 1/2) hours by any employee who is assigned to a six and one-half (6 1/2) hour shift shall be considered overtime and shall be paid for at time and one half.
- (c) Lateness of not more than eighteen (18) minutes or permission granted by the supervisor to leave prior to the end of the shift of not more than eighteen (18) minutes, or a combination of lateness and permission to leave early totaling not more than eighteen (18) minutes shall not disqualify the employee for the third shift premium.

## **ARTICLE 12**

### **Overtime**

*Section 1.* Overtime rates will be paid as follows for employees assigned to a traditional Monday through Friday, eight (8) hour day, workweek schedule:

- (a) Time and one-half will be paid for:
  - 1. All time worked in excess of eight (8) hours in any one day, and for employees who worked in excess of a six and one-half hour scheduled shift.
  - 2. All time worked in excess of forty (40) hours in one workweek for which overtime has not already been earned.

3. All work performed on Saturday, except for the first eight (8) hours of any scheduled shift which begins on Friday and continues into Saturday.

4. All work performed outside of regularly scheduled shift hours.

(b) Double time will be paid for:

1. All work performed on Sunday, except for the first eight (8) hours of any scheduled shift beginning the preceding day and continuing into the Sunday.

2. All work performed on each of the holidays listed in Article 14.

*Section 2.* For employees working an alternative workweek schedule which contains a fixed workweek consisting of four (4) day, ten (10) hour shifts, overtime will be paid as follows:

(a) Time and one-half will be paid for:

1. All time worked in excess of the scheduled work hours in any one day.

2. All work performed outside of regularly scheduled shift hours.

3. All work performed on the fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) workday of a workweek.

(b) Double time will be paid for:

1. All work performed on the seventh (7<sup>th</sup>) workday of a workweek.

2. All work performed on each of the holidays listed in Article 14.

In the event the alternative workweek schedule is not fixed on a weekly basis, the Company and Union will agree on appropriate time and a half and double time pay.

*Section 3.* For employees working an alternative workweek schedule which contains a fixed workweek consisting of three (3) day, twelve (12) hour shifts, overtime will be paid as follows:

(a) Time and one-half will be paid for:

1. All time worked in excess of the scheduled work hours in any one day.

2. All work performed outside of regularly scheduled shift hours.

3. All work performed on the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) workday of a workweek.
- (b) Double time will be paid for:
1. All work performed on the seventh (7<sup>th</sup>) workday of a workweek.
  2. All work performed on each of the holidays listed in Article 14.

*Section 4.*

- (a) For the sole purpose of preventing favoritism or discrimination in the distribution of overtime, the Company will distribute overtime work equally among the qualified employees under the jurisdiction of each supervisor, who are regularly employed on such work, insofar as it may be practicable to do so, so as to equalize, among such employees hours paid at time and one-half or double time (e.g., four [4] hours at time and one-half shall be the equivalent of three [3] hours at double time). Such overtime distribution shall be made on the respective shifts on which the overtime work occurs. There is no obligation on the part of the Company to distribute overtime equally between shifts nor between employees under the jurisdiction of different supervisors. Where it is mutually agreed between the Company and the Union other supervisory titles may be substituted for the supervisory title "supervisor" in this Section.
- (b) A grievance alleging failure of the Company to comply with subsection (a) above must show a substantial inequality in such overtime distribution during the 6-week period immediately preceding the filing of such grievance.

*Section 5.* When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no case shall overtime or premium compensation be duplicated or pyramided.

*Section 6.* It is understood there are certain assignments which benefit the Company and employees, such as, but not limited to: training which requires the employees to change his or her regularly scheduled shift; visiting customers, and accommodating an employee's request for temporary adjustment of his or her regularly scheduled shift hours. In such cases, Section 1(a)1 of this Article will apply for purposes of any overtime pay.

**ARTICLE 13**  
**Vacations**

*Section 1.* A vacation will be allowed to an employee who in the anniversary year, which begins on January 1, will have been continuously and actively in the employ of the Company for the period shown below:

<u>Completed Period of</u> <u>Employment</u>	<u>Vacation Time</u> <u>(Working Days)</u>	<u>Hours Paid</u>
One (1) year	Five (5)	40
Two (2) years	Ten (10)	80
Eight (8) years	Fifteen (15)	120
Eighteen (18) years	Twenty (20)	160
Twenty-five (25) years	Twenty-five (25)	200

A vacation of three (3) working days will be allowed to an hourly-rated employee who was hired between January 1st and June 30th of any year. No employee will be eligible for any vacation until the completion of his or her probationary period.

*Section 2.* An hourly-rated employee who does not meet the requirements of Section 1 of this Article shall receive no vacation, and every employee who does meet the requirements of Section 1 shall receive only the vacation specified in that Section which gives him or her the longest vacation.

*Section 3.*

- (a) Any employee who is eligible for a vacation under this Article shall receive a vacation or vacation pay even if he or she is not actively in the employ of the Company on the day preceding the start of his or her scheduled vacation. Should an employee die, or should the employment of an employee be terminated because of resignation, retirement, or layoff during the vacation year, prior to taking the vacation he or she was eligible for in the anniversary year, or at the completion of the ninety (90) day probationary period as noted in Section 1 of this Article, the vacation pay allowance will be paid; provided, however, that this Section shall not apply in the case of any employee who is discharged except for those cases involving attendance, sleeping and poor performance.
- (b) Any employee whose employment is terminated by reason of death, retirement, entry into the military service, or layoff, and who at the time of

such termination is eligible to receive, or had received during the calendar year of termination, vacation pay pursuant to Section 1 of this Article shall upon such termination also receive pro-rata vacation pay for each month, or part thereof, in which such employee worked during the calendar year in which such termination occurred; provided that any employee who is eligible for, or had received, vacation pay pursuant to Section 1 of this Article shall not receive pro-rata vacation pay until the employee has completed his or her ninety (90) day probationary period. Any such pro-rata payment will be deducted from any vacation pay to which the employee may subsequently become entitled for the calendar year in which the termination occurs.

*Section 4.* An employee will receive vacation pay as it is taken during the year. The vacation pay will be based on his or her then effective base hourly rate plus cost-of-living allowance and shift premium. In those instances in which an employee does not utilize all of his or her vacation at the Company's request, the employee will be paid for the unused vacation days at his or her effective base hourly rate, plus cost-of-living allowance and shift premium, if any, at the end of the eligibility year.

*Section 5.* The vacation pay allowance of an employee who receives a vacation pay allowance pursuant to Section 3(a) of this Article shall be computed on the basis of the employee's hourly base rate plus cost-of-living allowance and shift premium in effect at the time of such employee's termination.

*Section 6.*

- (a) Employees who are assigned to the regular rotating shifts on which they work alternate weeks on first shift and alternate weeks on second shift will, for the purpose of vacation pay computation, be credited with a 5% shift premium.
- (b) Employees of the Power House who regularly work an eight hour shift one-third of the time on first shift, one-third of the time on second shift, and one-third of the time on third shift will, for the purpose of vacation pay computation, be credited with a 6.67% shift premium.
- (c) Employees who are absent from work because they were excused by the Company from this work to attend to Union business during regularly scheduled work hours shall be treated as if they had actually worked during such absence.

*Section 7.* The pro-rata vacation pay mentioned in Section 3(b) of this Article shall be computed by multiplying the vacation pay received by the terminated employee pursuant to Section 3(a) of this Article by one-twelfth (1/12) for each

month in which such employee worked in the calendar year in which such termination occurs, but not including the employee's ninety (90) day probationary period with the Company.

*Section 8.* The determination of whether there shall be a vacation or vacation pay in lieu of a vacation shall be solely at the discretion of the Company.

*Section 9.*

- (a) An employee shall be credited with four (4) hours extra vacation time for each three (3) consecutive calendar months (non-pyramided), in which such employee demonstrates a perfect attendance record. Employees credited with four (4) hours incentive vacation time will be allowed to use such incentive vacation time (or pay in lieu thereof) immediately following the period during which it was earned or at any time thereafter but the time must be taken within the next twelve (12) months. Employees requesting incentive vacation time (or pay in lieu thereof) will be required to receive the approval of their supervisor.
- (b) Perfect attendance is defined as having worked a full eight (8) hours or a full, regular six and one-half (6-1/2) hours, during each of an employee's regularly scheduled workdays during such three (3) consecutive months. Absence caused by any of the first five (5) sick or personal days, jury duty, military service, bereavement leave, authorized family medical leave, Workers' Compensation doctor visits or attendance at a Workers' Compensation hearing during part, but not all of said three (3) consecutive calendar months, or any absence concurrent with a contract ratification meeting between the parties shall not be considered an absence for the purposes of this Section.
- (b) Regularly scheduled workdays shall include all days of an employee's normal workweek, which excludes vacation days.

*Section 10.* Employees who are entitled to three (3) or more weeks of vacation will be allowed to take their third, fourth and/or fifth week of vacation in individual days, which includes taking ten (10) days in half day increments, provided they make the request of their supervision for each day or part day requested prior to the time off and such approval is granted. Any employee who is entitled to vacation may take one (1) day in one (1) hour increments, provided they make the request of their supervision and such approval is granted.

**ARTICLE 14**  
**Holidays**

*Section 1.* Hourly-rated employees who meet all of the following eligibility rules and conditions shall be paid for:

2007 HOLIDAYS

Monday, December 24, 2007  
Tuesday, December 25, 2007  
Wednesday, December 26, 2007  
Thursday, December 27, 2007  
Friday, December 28, 2007  
Monday, December 31, 2007

2008 HOLIDAYS

Tuesday, January 1, 2008  
Friday, March 21, 2008  
Monday, May 26, 2008  
Friday, July 4, 2008  
Monday, September 1, 2008  
Thursday, November 27, 2008  
Friday, November 28, 2008  
Thursday, December 25, 2008  
Friday, December 26, 2008  
Monday, December 29, 2008  
Tuesday, December 30, 2008  
Wednesday, December 31, 2008

2009 HOLIDAYS

Thursday, January 1, 2009  
Friday, January 2, 2009  
Friday, April 10, 2009  
Monday, May 25, 2009  
Friday, July 3, 2009  
Monday, September 7, 2009  
Thursday, November 26, 2009  
Friday, November 27, 2009  
Friday, December 25, 2009  
Monday, December 28, 2009  
Tuesday, December 29, 2009  
Wednesday, December 30, 2009  
Thursday, December 31, 2009

2010 HOLIDAYS

Friday, January 1, 2010  
Friday, April 2, 2010  
Monday, May 31, 2010  
Monday, July 5, 2010  
Monday, September 6, 2010  
Thursday, November 25, 2010  
Friday, November 26, 2010

*Section 2.* An employee shall receive eight (8) hours pay at his or her regular base hourly rate plus cost-of-living allowance exclusive of all premiums, bonuses or

overtime allowances for each such holiday not worked provided he or she meets all of the following provisions:

- (a) The employee has at least 30 days of continuous service as of the day preceding the holiday, except in the case of recall from layoff.
- (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
- (c) The employee was not absent on both the day before and the day after the holiday, nor was the employee absent for more than five (5) days on either the day before or the day after the holiday unless the employee's absence is excused for an emergent reason satisfactory to the Company.

*Section 3.* An employee who would have been eligible for holiday pay under these provisions except that he or she failed to meet the rules and conditions set forth in Section 2 solely because he or she was required, as a member of the National Guard or as a reserve member of one of the United States Armed Forces, to be absent from work for the purpose of actual annual training duty or encampment for a period of not more than fifteen (15) days in a military fiscal year nevertheless shall be entitled to the holiday pay which he or she would have received had he or she been working on his or her regularly scheduled job during such absence. The provisions of this Section shall also be applicable with respect to an employee who is required, as a member of the National Guard or as a reserve member of one of the United States Armed Forces, to be absent from work for temporary emergency duty for a period of not more than fifteen (15) days in a calendar year.

*Section 4.* When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and shall be paid as such holiday.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday and shall be paid as such holiday.

*Section 5.* When any of the above holidays falls within an eligible employee's scheduled vacation period, such holidays will not be considered to be vacation days.

*Section 6.* The Company may, at its option, observe the holidays listed in this Article by not operating its plants, departments, or sections thereof or it may schedule such holidays as regular workdays. An employee who is scheduled for work or who agreed to work on any holiday and who fails to report for and perform such work shall not receive pay for the holiday. An employee who is scheduled to work on a holiday will receive forty-eight (48) hours advance notice thereof if possible; but if such notice is not possible, he or she shall receive as much notice as is possible.

*Section 7.* Employees eligible for holiday pay under these provisions who are scheduled to work and who perform on any of the above-named holidays shall be paid in accordance with Section 2 above; and in addition, twice their regular base hourly wage rates plus cost-of-living allowance for all hours worked on such holiday.

## **ARTICLE 15**

### **Sick and Personal Leave**

In the event of an eligible employee's absence from work because of nonoccupational sickness or injury, he or she shall be entitled to leave with pay during each year of continuous and active service as provided below. Such leave with pay may also be used for personal reasons, once the employee has received his or her supervisor's prior approval.

*Section 1.* For the purposes of this Article, the period during which an employee shall be eligible for leave with pay because of nonoccupational sickness or injury or personal reasons shall begin on January 1 of each year and end on December 31 of that year. However, employees recalled from layoff during the first quarter of the year will be treated as though they were continuously and actively in the employ of the Company on January 1 of the year of recall for the purpose of determining sick and personal leave eligibility.

*Section 2.* An employee who on January 1 of any year during the term of this Agreement has been continuously and actively in the employ of the Company for at least six (6) months prior thereto shall be eligible for three (3) days' leave with pay during the following year.

*Section 3.* An employee who on January 1 of any year during the term of this Agreement has been continuously and actively in the employ of the Company for at least one (1) year prior thereto shall be eligible for five (5) days' leave with pay during the following year.

*Section 4.* Pay for one (1) day of sick and injury or personal leave means pay for eight (8) hours at the employee's regular base rate of pay plus cost-of-living allowance exclusive of all premiums, bonuses, or overtime payments.

*Section 5.* Each eligible employee shall be entitled to pay for the balance of the days of sick or personal leave for which he or she was eligible that remain unused at the end of the sick or personal leave eligibility year. Pay for the unused days of such leave shall be at the employee's regular base rate of pay plus cost-of-living allowance exclusive of all premiums, bonuses, or overtime payments.

*Section 6.* Sick and personal leave days may be taken in full days consisting of eight (8) hours or half-days consisting of four (4) consecutive hours. Where SAP is fully operational in areas where bargaining unit employees reside that are covered by this Agreement, the employees will be permitted, with prior approval, to take sick and personal leave in one hour increments.

*Section 7.* To be eligible for pay for unused leave, an employee must be employed on December 31 of the sick or personal leave year. There shall be no prorated payment to terminating or laid-off employees for unused leave; except employees who are laid off or retire will be eligible for any unused sick or personal leave.

*Section 8.* Time spent by an employee after having been terminated from active employment for any reason, including discharge, resignation, layoff, leave of absence, or for the purpose of entering the Armed Services, shall not be considered as service time for the purpose of acquiring sick and injury or personal leave benefits.

*Section 9.* The Company may require verification acceptable to it in any case for which an employee requests payment for an absence due to sickness or injury.

*Section 10.* Payment shall not be made for an absence due to illness or injury unless the employee claiming such payment shall have notified the Company within two (2) hours of the start of his or her shift on the first day of his or her absence.

*Section 11.* When the reported reason for absence of an employee is illness or injury or personal reasons and the Company does not require verification, the employee shall be considered as applying for a day of paid sick or personal leave. If he or she is entitled to such a paid day, it will be included in his or her paycheck for the affected week whenever practicable.

## **ARTICLE 16**

### **Reporting Pay - Call-Back Pay**

*Section 1.* Any employee reporting for work who has been working on the previous workday and has not been notified that there will be no work, shall receive one-half (1/2) shift consisting of four (4) hours pay (or in the case of Alternative Workweek Schedules, five (5) hours for the 4x10 or six (6) hours for the 3x12) at the rate of pay applicable for such hours. The posting of a notice on the bulletin boards two (2) hours before the completion of the shift of the affected employee shall be sufficient and proper notice. This provision shall not apply in the case of any

stoppage of work, strike, or slowdown or in any other case or condition beyond the control of the Company.

*Section 2.* An employee, who is not scheduled to work, and who, after completing his regularly scheduled shift or extension thereof, is called back for emergency work after he has left the premises, or an employee who is called in for emergency work on Saturday or Sunday, and who reports for work after such call-back or call-in time at a time which is more than four (4) hours prior to the beginning of his regularly scheduled shift, shall receive not less than four (4) hours work at the rate of pay applicable for such hours of work. This provision shall not apply if four (4) hours of work is not available because of any stoppage of work, strike, or slowdown or in any other case beyond the control of the Company.

## **ARTICLE 17**

### **Bereavement Leave**

#### *Section 1.*

- (a) An employee who is absent from work on a scheduled workday (excluding Saturdays, Sundays, holidays, vacations, and authorized leaves of absence) for the purpose of attending the funeral of a member of his immediate family will be compensated for time necessarily lost by reason of such absence up to a maximum of three (3) days. For the purpose of this subsection, immediate family is defined as spouse, Civil Union Partner, father, mother, grandparents, grandchildren, sister, brother, child, parent of current spouse, stepparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and stepchild if brought up and supported as though a natural child. Compensation for such absence will be made for not more than eight (8) hours on any one day of absence at the employee's regular base hourly wage rate plus cost-of-living allowance exclusive of all premiums, bonuses, or overtime allowances.
  
- (a) Payment shall not be made for such absences unless the employee claiming such payment shall have notified his supervisor promptly upon learning of the death of his relative. Verification acceptable to the Company of the death of and relationship of the relative of the employee claiming such payment shall be given the Company upon request. Payment shall be made in the pay period immediately following the date(s) the employee was absent for the purposes of attending the funeral.

**ARTICLE 18**  
**Jury Duty**

*Section 1.* A first shift employee who is required to be absent from work in order to report for jury examination on a regularly scheduled workday will receive a jury duty allowance in an amount not to exceed four (4) hours' pay at his or her regular base hourly wage rate plus cost-of-living allowance.

*Section 2.*

- (a) When an employee is required to be absent from work on a regularly scheduled workday in order to serve as a juror, he or she shall be granted pay for those hours for which he or she is absent from work for this reason at his or her regular base hourly rate plus cost-of-living allowance. Such payment shall not exceed eight (8) hours for any full day of absence.
- (b) Pay for such work time lost shall in no event exceed a total of thirty (30) regular eight (8) hour workdays or part days in any calendar year.
- (c) Second or third shift employees who are ordered to serve as jurors and who are excused from jury service prior to 2:00 p.m. (or prior to 1:30 p.m. in the case of employees whose shift begins at 3:00 p.m.) on any regularly scheduled workday shall report for work at the beginning of their regularly scheduled shift on such day. They shall not be eligible for jury service pay in such case.

*Section 3.* The provisions of Section 1 and Section 2 shall not apply in any case of jury examination or jury duty on any day during which an employee is not scheduled to work nor on holidays, vacation periods, or authorized leaves of absence, nor shall such provision apply to employees who have volunteered for jury duty.

*Section 4.* To be eligible to receive pay for time lost from work because of jury examination or jury duty, an employee must notify his or her supervisor not later than forty-eight (48) hours after he or she receives notice to report for such examination or duty and must provide the Company within one (1) week, whenever practicable, of the completion of jury service with a statement filed by an official of the court showing the time of reporting and the time of dismissal from jury service.

**ARTICLE 19**  
**Rest Period**

Employees who are required to work more than two (2) hours overtime in a day shall be given an 18-minute lunch and rest period prior to the commencement of the overtime, on Company time.

**ARTICLE 20**  
**Military Service**

*Section 1.* An employee who is required, as a member of the National Guard or as a reserve member of one of the United States Armed Forces, to be absent from work for the purpose of actual annual training duty or encampment duty for a period of not more than fifteen (15) days in a military fiscal year shall be granted pay for those hours for which he or she is absent from work for this reason at his or her regular base hourly rate plus cost-of-living allowance less the compensation paid him or her with respect to such military service; provided, the employee would otherwise be scheduled to work on each such day; and provided further the employee has at least one (1) year of continuous service with the Company at the date he or she is called for such service. Such payment by the Company shall not exceed eight (8) hours for any full day of absence. The provisions of this Section shall also be applicable with respect to an employee who is required, as a member of the National Guard or as a reserve member of one of the United States Armed Forces, to be absent from work for temporary emergency duty for a period of not more than fifteen (15) days in a calendar year.

*Section 2.* An employee (other than a temporary employee) who leaves the employment of the Company for the purpose of entering the Armed Forces of the United States shall be reemployed by the Company in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994. The seniority of such employee shall accumulate during the time spent in the Armed Forces of the United States.

**ARTICLE 21**  
**Pensions**

*Section 1.* The Pension Plan of United Technologies Corporation as it applies to the employee described in Article 2 of this Agreement is set out in a booklet entitled "Summary Plan Description – Employee Retirement Plan for Hourly Paid

Represented Employees”, which is attached to and made part of this Agreement as Appendix C.

*Section 2.*

- (a) That solely for the purpose of calculating an employee’s pension benefits, the employee’s earnings shall not be reduced because of fees or other compensation paid such employee by the civil authorities for the jury duty referred to in Article 18 nor by the military for the employee’s military service referred to in Section 1 of Article 20.
- (b) That for the sole purpose of calculating an employee’s pension benefits, an employee’s earnings shall not be reduced because of excused Union time.

*Section 3.* The changes and amendments in the Pension Plan agreed upon by the parties to this Agreement will, after approval by the Pension Administration and Investment Committee of the Company and the U.S. Internal Revenue Service, be attached to and made part of this Agreement.

**ARTICLE 22**  
**Group Insurance and Savings Plan**

The United Technologies Group Health Insurance Plan as it applies to employees described in Article 2 of this Agreement is set out in the following booklet: “Summary Plan Description – Medical Benefits for Hourly Paid Represented Employees”, which is attached to and made part of this Agreement as Appendix D.

The United Technologies Group Dental Plan, Life Insurance Plan and Disability Plan as it applies to employees described in Article 2 of this Agreement is set out in a booklet entitled “Summary Plan Description – Dental, Life Insurance and Disability Benefits for Hourly Paid Represented Employees”, which is attached to and made part of this Agreement as Appendix E.

The United Technologies Savings Plan as it applies to employees described in Article 2 of this Agreement is set out in the booklet captioned, "Summary Plan Description and Prospectus – Employee Savings Plan for Hourly Paid Represented Employees”, which is attached to and made a part of this Agreement as Appendix F.

The changes and amendments in the Savings Plan agreed upon by the parties to this Agreement will, after approval by the Pension Administration and

Investment Committee of the Company and the U.S. Internal Revenue Service, be attached to and made part of this Agreement.

## **ARTICLE 23 General Provisions**

*Section 1.* The Company shall furnish bulletin boards in conspicuous places to be used solely for the posting of the following Union notices:

- (a) Union meeting notices.
- (b) Union election notices and notices of the results of Union elections.
- (c) Notices of appointments to Union offices.
- (d) Notices of Union social and recreational affairs.

No notice shall be posted unless it has been approved for posting by the signature of the proper executive of the Company.

*Section 2.* There shall be no distribution or posting by employees or by the Union of any notices, pamphlets or literature of any kind containing advertisements, solicitations for funds, or solicitation for votes for political candidates or parties on Company property except as otherwise provided in Section 1 above.

*Section 3.* The Company shall, after discussion with the Union, designate the locations on its property where the Union may station employees to distribute Union flyers, leaflets or other Union literature to employees and others. It is understood and agreed that locations so designated shall provide the Union with full opportunity to place its literature into the hands of employees coming to or leaving work; provided, however, that such locations shall be those which will not result in any impediment to employees entering or leaving the plant buildings.

*Section 4.*

- (a) A leave of absence not exceeding ninety (90) days may be granted by the Company to an employee for good cause upon the written request of such employee. An extension of such leave may be granted by the Company upon application of the employee made not less than ten (10) days prior to the expiration of the original leave of absence. If a leave of absence is granted, the seniority of such employee shall accumulate during the period of the leave of absence.

- (b) An employee who has been granted such leave of absence shall be considered as having quit without notice and shall be terminated from employment by the Company, if while on such leave of absence he engages in or applies for other employment without the consent of the Company. If an employee on such leave fails to report for work at the beginning of his first regular shift after the termination of such leave, he shall be subject to discharge.

*Section 5:* The Company and Union both recognize that it is sometimes necessary for employees to take leaves of absence because of family reasons. Knowing that these circumstances arise, it has been agreed that the following policies and procedures for such leave of absence apply and are in compliance with the Federal Family and Medical Leave Act of 1993, as amended, and the Connecticut Family and Medical Leave Act effective 1990, as amended. Eligible employees will be granted job protected leaves of absence for the birth or adoption of a child or the serious illness of a child, spouse, parent or employee. This policy covers eligible employees (with one year of service and 1,000 hours of work in the preceding 12 calendar months), and provides for unpaid family leave for the following reasons:

- (a) birth/adoption of a child
- (b) serious illness of a child, spouse, parent or employee

1. Definitions:

- (a) A child is a natural, adopted, foster, stepchild or a legal ward, provided such child is under the age of 18 or 18 years of age or older and unable to care for themselves because of mental or physical disability.
- (b) A parent is the biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an eligible employee. This definition also includes a parent-in-law of the employee and a parent in “loco parentis.” (Parent-in-law only included under Connecticut State Law.)
- (c) A spouse includes spouses recognized under applicable state law, including common law marriages where recognized.
- (d) An employee (defined above).
- (e) Serious illness is a disabling physical or mental illness, injury, impairment or condition that involves: inpatient care in a hospital, residential medical care facility, or hospice, or outpatient care requiring continuous treatment or supervision by a health care provider.

## 2. Procedures:

(a) Description of Family and Medical Leave of Absence

- (b) Employees will be granted job protected family medical leaves of absence for the birth or adoption of a child or upon the serious illness of a child, spouse, parent or self. Family and Medical Leaves of Absence up to sixteen (16) weeks during any one (1) year period of time will not be denied by the Company upon written request by the employee. Furthermore, an employee may, upon approval of department management, extend this family leave up to twenty-six (26) weeks during any one (1) year period including sick/family illness days. When practicable, the employee will give two (2) weeks notice prior to commencement of the leave of absence. The employee will give the Company a ten (10) day notice in advance of his or her return to work date. Upon completion of such leave, the employee will be returned to the same or equivalent job at the same grade, pay and shift.

(c) Seniority:

The seniority of an employee shall accumulate during an authorized leave.

No employee shall be disciplined or discriminated against because the employee has utilized the leave provision set forth above.

(d) Attendance:

The employee's attendance record shall reflect the full period of absence resulting from a properly authorized leave.

Absences due to family leave will not be counted as absences for the purpose of determining incentive vacation or vacation pay.

(e) Insurance:

The medical, dental, life, OSLI insurance and health care reimbursement account may be continued while on Family and Medical Leave. The employee is responsible for the employee contributions, if any, to these plans. Employees may waive the continuation of their insurance benefits. If employees are required to

contribute to any part of their insurance, appropriate deductions will be made when the employee returns to work.

The parties agree that if applicable laws change during the life of this Agreement, revision to the Family and Medical Leave of Absence provisions will not be implemented until the parties meet and discuss any changes.

*Section 6.* Nothing contained in this Agreement shall in any way limit the right of the Company to discharge any employee in order to comply with its obligations to the Government under any security agreement, under any security provisions of its Government contracts, or under any law, regulation, or direction of the Government. The Company will notify the Union prior to or immediately following such a discharge, and if permitted, will disclose to the Union the reasons or basis for its action.

*Section 7.* Union representatives and delegates shall be excused from work for no less than a full shift or half shift (unless otherwise agreed to), upon written application received by the Company not less than one (1) day prior to such contemplated absence to attend the following Union functions:

- (a) Monthly meetings of District 26 not to exceed a total of nine (9) employee-delegates.
- (b) Meetings of Shop Committee in preparation for Committee of Management meetings.
- (c) Meetings of the Local Lodge Negotiating Committee.
- (d) National, state or regional I.A.M.A.W. conferences or conventions not to exceed fifteen (15) employee-delegates.
- (e) AFL-CIO state or regional meetings or conferences not to exceed fifteen (15) employee-delegates.
- (f) Annual I.A.M.A.W. school or courses [ten (10) working days maximum] not to exceed five (5) employees per course with a maximum of fifteen (15) employees per year.
- (g) Local Union executive board meetings (limited to executive board members) limited to two (2) meetings per month.
- (h) It is agreed that a reasonable number of employees will be excused for the express purpose of serving as tellers when elections or referendums at the International, District or Local level are held. It is understood that the

Union will request excusal for as few employees as possible in consideration of the need to carry on the Company's business.

- (i) It is agreed upon the request of the Directing Business Representative of District 26, or his or her designee, a total of five (5) employees, covered by the Pratt & Whitney Agreement, may each be excused for up to a total of five (5) days a year to attend political meetings.
- (j) Any grievance alleging a violation of this Section shall be submitted at Step 2 of the grievance procedure.

*Section 8.* The Company will inform the Union of any revisions in travel and relocation expense allowances throughout the life of this Agreement and will provide the Union with a copy of the plan and revisions to the plan.

*Section 9.* Employees will continue to have the option to direct deposit their weekly paycheck to a bank or an institution of the employee's choice.

*Section 10.* The Company agrees to meet with the Union and discuss any shift changes thirty (30) days prior to implementation.

## **ARTICLE 24**

### **Strike or Lockout**

*Section 1.* The Union will not call or sanction any strike, sympathy strike, sitdown, slowdown, other concerted stoppage of work, or picketing of the Company's plant by employees of the Company during the period of this Agreement. The Company agrees that there will not be a lockout of employees.

*Section 2.* Should a strike, sympathy strike, sitdown, slowdown, other concerted stoppage of work, or picketing of the Company's plant by employees of the Company occur not called or sanctioned directly or indirectly by the Union, the Union, acting through all of its officials identified in Section 16 of Article 8, upon request of the Company shall:

- (a) publicly disavow such action by the employees within forty-eight (48) hours of the Company's request;
- (b) advise the Company in writing that such action by employees has not been called or sanctioned by the Union; and

- (c) post notices on Union bulletin boards advising employees that it disapproves such action and instructing employees to return to work immediately.

The obligation of the Union and its officials identified above to the Company is limited to the performance of the foregoing without further responsibility or liability for loss from such action by employees.

*Section 3.* Employees participating in any strike, sympathy strike, sitdown, slowdown, other concerted stoppage of work, or picketing of the Company's plant by employees of the Company shall be subject to discharge by the Company without recourse to the grievance procedure or arbitration; provided, however, that an employee who alleges that he or she did not participate in a strike, sympathy strike, sitdown, slowdown, other concerted stoppage of work, or picketing of the Company's plant by employees of the Company may have recourse to the grievance procedure and arbitration for the sole purpose of ascertaining whether he or she did so participate.

## **ARTICLE 25**

### **Employee Assistance Program**

*Section 1.* The Company and the Union agree to cooperate in encouraging employees suffering from the illness of alcoholism or from drug dependency to seek help from the Employee Assistance Program and undergo a coordinated program directed to their rehabilitation.

*Section 2.* It is agreed the Company and the Union will recognize the District 26 Senior Union EAP Coordinator who will serve as the bargaining unit coordinator for EAP services. The Company and the Union will also recognize one Union EAP Coordinator from each Local Lodge affiliated with District 26 covered by this Agreement for the purpose of discussion and consultation with the Manager, Labor Relations regarding items of mutual concern.

*Section 3.*

- (a) The parties agree that in order to advance the goals of this program that there will be regularly scheduled meetings between the Local Lodge EAP Coordinators and the Senior Union EAP Coordinator. Local Lodge EAP Coordinators who must absence themselves from work for attendance at such meetings will be paid at their regular base hourly rate, plus cost-in-living allowance and shift premium, if any, up to four (4) hours per month.
- (b) Each Union EAP Coordinator, shall, after notice to and permission from the supervisor, be allowed to leave his or her job to attend meetings with the Manager, Labor Relations or the District 26 Senior Union EAP Coordinator

at a time mutually agreed upon. These meetings may include the Union EAP Coordinator's participation in the counseling of employees he or she has referred to the Employee Assistance Program, providing the employee requests and gives permission to have the Union EAP Coordinator present at such counseling sessions. Time spent in attendance at such meetings during scheduled work hours shall be recorded and paid for, not exceeding four (4) hours in any workweek.

- (c) The Company and the Union recognize the sensitivity and confidentiality of the information concerning employees seeking assistance and agree to protect those rights afforded all employees for privacy and confidentiality of all information regarding their treatment.

*Section 4.* In the event that the District 26 Senior Union EAP Coordinator and/or the Local Lodge EAP Coordinator holds a valid Certified Employee Assistance Professional (CEAP) Certificate, such Coordinator will be authorized to make specific recommendations for the treatment of the Company's employees who seek assistance. Both the Company and the Union recognize an EAP Coordinator, who holds a valid CEAP certificate, is qualified to make those recommendations and urge those employees who seek assistance to follow them.

*Section 5.* In the event of a positive drug or alcohol test for any employee in the FAA/DOT drug testing pool, such findings shall be reviewed per the Company's prevailing FAA Drug Testing Program. On the first occasion, and with the employee's permission, he or she will be referred to the Employee Assistance Program (EAP) for counseling. Such notification will be made to the District 26 Senior Union EAP Coordinator as soon as practicable.

*Section 6.* As employees of Pratt & Whitney, Hamilton Sundstrand or UTC Power Corp., the Senior Union EAP Coordinator and as employees of Pratt & Whitney, each Local Lodge Union EAP Coordinator will be indemnified by United Technologies Corporation when acting lawfully; in the scope of his or her employment; in good faith; and in a manner he or she reasonably believes to be in, or not opposed to, the best interests of the Corporation.

## **ARTICLE 26**

### **Environmental, Health & Safety**

*Section 1.*

- (a) The total number of Union EHS Representatives shall be determined by applying a formula of one (1) Union EHS Representative for every one hundred and forty (140) employees in the bargaining unit by site, as set forth

in Article 2. The number of Union EHS Representatives assigned to any site shall not exceed a ratio of one (1) Union EHS Representative for each one hundred and twenty (120) bargaining unit employees at that site, subject to the overall limitation of one Union EHS Representative per one hundred and forty (140) employees set forth above. Local Lodge 700 may have twelve (12) EHS Representatives plus one Chief EHS Representative.

- (b) Should the number of Union EHS Representatives exceed the limitation set forth in Paragraph above, the Company shall so inform the Union in writing. The Union shall thereupon promptly notify the Company, in writing, of the revisions in Union EHS Representative assignments required by such limitation. Failure of the Union to so notify the Company within ten (10) days (excluding Saturdays, Sundays and holidays) shall automatically reduce the number of Union EHS Representatives to the required level by canceling Union EHS Representative appointments on the basis of seniority as defined in Article 8, starting with the least senior Union EHS Representative. However, if the requirement to reduce the number of Union EHS Representatives is caused by a reduction in the workforce, the Company agrees the affected Union EHS Representatives will remain in their position for the duration of their appointment.
- (c) The Union will notify the Company of the assignments and shifts of the Union EHS Representatives and, upon request of the Company, will discuss these assignments and shifts to ensure coverage for all shifts and areas.
- (d) Union EHS Representatives shall be active employees of the Company. No employee shall act as a Union EHS Representative unless at the time of his or her selection he or she has not less than twelve (12) months' seniority as defined in Article 8.

### *Section 2.*

- (a) Employees are expected to routinely take up with their supervisor any safety issues which may arise in the immediate work area.
- (b) Any employee recognizing an environmental, health or safety hazard or a situation which the employee reasonably believes has the potential of causing serious physical harm or injury, may request the services of a Union EHS Representative from his or her supervisor. Under normal conditions and subject to the availability of the Union EHS Representative, the employee's request will be given to the appropriate Union EHS Representative within two (2) hours from the request. In the event that an employee or Union EHS Representative reasonably believes that he or she is in imminent danger of injury or death from a hazardous condition in the workplace, the employee or

Union EHS Representative shall remove him or herself from harm and have the rights afforded to him or her under federal and state law. Further, subject to a review by a Union EHS Representative and a Company Environmental Health & Safety professional or supervisor, appropriate steps will be taken to eliminate the hazard including, if necessary, shutting down the job.

- (c) Any EHS issue which the supervisor of the area has no authority to settle will be reduced to writing and submitted to EHS Site Manager, who will assign the written complaint to the proper Module Center General Manager. Such EHS issues will be discussed at Level Two, as provided for below, and within five (5) days of submission.
- (d) The supervisor will give his or her answer at this oral level to the Union EHS Representative, within three (3) working days. Any unresolved environmental health and safety issues will be reduced to writing by the Union EHS Representative on the form provided by the Company. The following procedure will be followed.

Level One Meeting:

Within three (3) working days of receipt of a written Environmental Health & Safety (hereafter referred to as "EHS") complaint, a meeting will be convened between the Union EHS Representative, the employee, the responsible business unit manager and the supervisor to discuss the issue. At the request of either party, a representative of the EHS organization may be present at this meeting. The answer to the complaint will be given by the responsible business unit manager within three (3) working days of the meeting. The Union EHS Representative will have three (3) working days to accept or appeal the answer.

Level Two Meeting:

Within five (5) working days of the Union EHS Representative's appeal, a meeting will be held between the Chief Union EHS Representative, the Union EHS Representative, the manager EHS (or his or her designee) and the module center general manager (or his or her designee) to discuss the issue. The answer to the complaint will be given within five (5) working days of the meeting. The Union may process unresolved issues to the Committee of Management in accordance with Article 7, Written Step 2, paragraph (a).

- (e) Any disposition of an EHS complaint accepted by the Union or from which no appeal has been taken, is final, conclusive and binding upon all employees, the Company and the Union.

- (f) Time spent in attendance at meetings covered by Section 2 during the Union EHS Representative's scheduled working hours shall be recorded and paid for not exceeding four (4) hours in any workweek.
- (g) The following type of EHS complaints shall be presented initially at this step of the complaint procedure: an EHS complaint which is individually submitted by five or more employees; EHS complaints that the business unit manager at the Level One Meeting of the complaint procedure lack the authority to settle; and non-compliance over previous dispositions in the complaint procedure.

*Section 3.* When the Company and a Union EHS Representative mutually agree, a Union EHS Representative will be allowed to observe the conditions giving rise to a problem in the presence of management representatives where such observations are essential to the evaluation of a problem. No reasonable requests will be refused.

*Section 4.* Module Center EHS Council meetings will occur monthly at which the Chief Union EHS Representative will, upon request, meet with the Manager EHS, or his or her designated representative, and have the opportunity to discuss general environmental, health and safety issues.

*Section 5.* No less than quarterly the Chief Union EHS Representative, upon request, will be provided a walk-around tour by the Module Center General Manager (or an individual in a similar management position), the appropriate Manager, Human Resources or designee, and a representative of the EHS organization. If so desired, the Chief Union EHS Representative may request a reasonable number of Union officials be permitted to accompany the tour. Such requests, made to the appropriate manager, human resources, will not be unreasonably refused. Of the four quarterly meetings, two (2) will be conducted on first shift, one (1) will be conducted on second shift and one (1) will be conducted on third shift. All Union EHS Representatives and Union officials, if employees, will be paid up to eight (8) hours at their base hourly rate plus cost-of-living allowance and shift premium, if any, for their attendance. Thirty days following the walk-around, the Chief EHS Representative will be permitted to review open items from the walk-around with the appropriate management representative.

*Section 6.* Semiannually, upon request, meetings will take place between the Union EHS Representatives and representatives of EHS to discuss items of mutual concern. Union EHS Representatives will be paid at their base hourly rate plus cost-of-living allowance and shift premium, if any, for their attendance. It is also agreed the Union EHS Representatives will be paid up to four (4) hours at their base hourly rate plus cost-of-living allowance and shift premium, if any, to attend a meeting among themselves prior to the semiannual meetings.

*Section 7.* Monthly VEHS Steering Committee meetings will be held between representatives of the Company's site EHS organization and the District 26 Union EHS Coordinator and the Chief Union EHS Representatives to discuss strategy, planning and pro-active issues. All Union officials, if employees, will be paid up to four (4) hours at their base hourly rate plus cost-of-living allowance and shift premium, if any, for their attendance. It is also agreed the Union officials, if employees, will be paid up to four (4) hours at their base hourly rate, plus cost-of-living allowance and shift premium, if any, to attend a meeting among themselves prior to such meetings.

*Section 8.* The Union may present to the Company for its review and approval, appropriate safety training courses, sponsored by the IAM or other organizations, for employees serving as Union EHS Representatives. The Company, upon its approval, will pay for the affected employees' lost time for attendance at such courses.

*Section 9.* As employees of Pratt & Whitney, the Chief Union EHS Representative and Union EHS Representatives from each Local Lodge will be indemnified by United Technologies Corporation when acting lawfully; in the scope of his or her employment as EHS Representative; in good faith; and in a manner he or she reasonably believes to be in, or not opposed to, the best interests of the Corporation.

*Section 10.* In the event that a spill or accident occurs on Company property, the Union will be notified in accordance with the following procedure:

- (a) For Class 1 incidents (minor spills that can be immediately cleaned up and pose no damage to any worker, equipment or the environment or minor injuries requiring only first aid treatment) the appropriate Union EHS Representative will be directly notified through the computerized notification process within twenty-four (24) hours.
- (b) For Class 2, 3, and 4 incidents, injuries/fatalities, and near misses, the appropriate Union EHS Representative will be notified immediately in accordance with emergency notification procedures. In the event the incident occurs during the weekend or on holidays, the Company will make every effort to contact the covering Union EHS Representative.

A copy of all accident and/or spill reports will be submitted to the applicable Chief EHS Representative or Union EHS Representative within twenty-four (24) hours of occurrence. The applicable Union EHS Representative may investigate the accident and time spent will be paid for by the Company.

**ARTICLE 27**  
**Transfer of Ongoing Production/Non-Production Work**

*Section 1.* The Company will give notice of its intent to close a plant or transfer a business unit, department, cell, or any part of an operation a minimum of six (6) months in advance of any movement of employees resulting from such intent. Such notice will include identification of the work to be transferred, the expected decrease in the number of represented employees as a direct consequence of the transfer of work and the anticipated date of the transfer of work. With the mutual consent of the Union (only for extreme business conditions) in the event the Company cannot meet its obligation of the six (6) month notice, the Company will provide the affected employees with either alternate work or pay and benefits for part or all of the six (6) month notice period. However, the Company will still be required to comply with Sections 2 and 3 of this Article.

*Section 2.* If the Union requests to meet and confer within ten (10) working days following the notice set forth above, the Company will be available to meet and confer with the Union within five (5) working days of such request. The period for meeting and conferring shall not exceed forty-five (45) days except by mutual agreement. The final decision regarding closing a plant or transferring a business unit rests solely with the Company.

*Section 3.* If information is requested by the Union for the meet and confer session(s), the Company will promptly make the following information available to the Union: the express reason(s) for intending to transfer the work and, where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefit expenses of represented employees for the work intended to be transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

*Section 4.* The Company will give notice of its intent to transfer or subcontract non-production work a minimum of six (6) months in advance of any movement of employees resulting from such intent. Such notice will include identification of work to be transferred or subcontracted, the expected decrease in the number of represented employees as a direct consequence of the transfer or subcontracting of work, and the anticipated date of the transfer or subcontracting of work. In the event the Company cannot meet its obligation of the six (6) month notice, the Company will provide the affected employees with either alternate work or pay and benefits for part or all of the six (6) month notice period. However, the Company will still be required to comply with Sections 5 and 6 of this Article.

*Section 5.* If the Union requests to meet and confer within ten (10) working days following the notice set forth above, the Company will be available to meet and confer with the Union within five (5) working days of such request. The period for

meeting and conferring shall not exceed forty-five (45) days except by mutual agreement. The final decision regarding closing a plant or transferring a business unit rests solely with the Company.

*Section 6.* If information is requested by the Union for the meet and confer session(s), the Company will promptly make the following information available to the Union. The information will specifically include express reason(s) for intending to subcontract or transfer the work and where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefit expenses of represented employees for the work intended to be subcontracted or transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

## **ARTICLE 28**

### **M.N.P.L. Check-Off**

- (a) The Company agrees to deduct on a monthly basis voluntary donations to the Machinists Nonpartisan Political League upon receipt of a signed voluntary authorization card by an employee requesting that deductions be made from his or her wages in a monthly amount designated by the employee provided that the minimum deduction is not less than \$1.00. The Company will thereafter make such deductions on a monthly basis and forward them on a monthly basis to the Treasurer of the Machinists Nonpartisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772-2687, together with the names, social security numbers, departments, clock numbers, and amounts deducted from all employees who authorized such deductions. Such authorization for deductions will remain in effect for the duration of this Agreement unless cancelled in writing by the employee.
- (b) The monthly deductions authorized by an employee who has properly executed the authorization card will be deducted from the employee's pay during the first pay period of each month. Authorizations for deduction received prior to the fifteenth of each month will be effective the first pay period the following month.
- (c) The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Company in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

- (d) A sample of the Machinists Nonpartisan Political League check-off card shall be attached hereto and made part of this Agreement.

## **ARTICLE 29**

### **Job Posting and Bidding**

#### *Section 1.*

- (a) Openings in bargaining unit positions, not subject to the provisions of Article 8, Section 8, shall be posted in all facilities covered by this Agreement. Such postings will be placed on designated bulletin boards in the applicable Human Resources Offices, select cafeterias and plant entrances for a period of not less than nine (9) calendar days.
- (b) Employees eligible to bid for such openings shall be restricted to bargaining unit employees currently active with the Company and those on layoff who retain recall rights. Any employee with recall rights may bid for a higher job. Rates of pay for successful bidders will be determined by the Company within the provisions of this Agreement.
- (c) If any posted job is not filled and remains open for three (3) months, it will be reposted.

*Section 2.* Under the conditions outlined below, the Company may transfer or place employees into positions without having first posted the opening. The Company agrees that prior to making such placement, it will notify the appropriate Chairperson of the Shop Committee of the move.

- (a) Manpower surplus
- (b) Employee physical conditions
- (c) Transfer of work
- (d) Interpersonal conflicts
- (e) Training placement
- (f) Placement deficiency
- (g) Preferred transfer to former location
- (h) Restoration to former occupational group or skill as defined by Article 8
- (i) All other cases of mutual agreement between the parties

*Section 3.*

- (a) Active employees who are eligible to bid on posted jobs are those who have a minimum of six (6) months of seniority with the Company, except that any employee who successfully obtains a position via this method may not apply again for a period of one (1) year.
- (b) Any eligible employee interested in bidding on a posted job may obtain an application from his or her supervisor or from the Human Resources Office. Such application must be submitted by the employee no later than the "Respond By" date indicated on the posting.
- (c) Selections for promotion shall be made in accordance with Article 8, Sections 8(a) and 8(b). Selections for lateral moves and demotions will be made on the basis of the most senior qualified applicant. Any qualified employee who applies and is not selected may file a grievance which must be presented at Written Step 2 of the grievance procedure.
- (d) Active employees who are selected must be notified not later than ten (10) working days of the decision. If any active employee selected for a position cannot be released due to work requirements, an employee memorandum will be issued releasing the employee on the individual's next selection after sixty (60) calendar days. Should the original posting not be filled before the 60 day period ends, supervision will offer that employee the position before the job is reposted. Any active employee who applies and is not selected will be notified within ten (10) days of the date the job is filled. Anyone not selected may request career counseling. On a monthly basis the Company will notify the Union with the names of the successful applicants.

*Section 4.* The Company agrees to provide the Union with copies of all postings as they are generated and, on a monthly basis, will provide a listing of all successful bidders.

**ARTICLE 30**  
**Duration**

*Section 1.* This Agreement shall be in full force and effect until midnight, December 5, 2010, and for additional periods of one (1) year thereafter unless either party hereto shall give written notice of its intent to terminate the Agreement or modify any portion or any of the terms hereof by registered mail to the other party

not less than sixty (60) nor more than seventy (70) days prior to December 5, 2010, or prior to the end of any yearly period subsequent thereto.

*Section 2.* The parties in consideration of the benefits, privileges, and advantages provided in this Agreement and as a condition to the execution of this Agreement suspend meetings in collective bargaining negotiations during the life of this Agreement with respect to any further demands, including pensions or insurance for employees or with respect to any questions of wages, hours, or working conditions, except as may be dealt with as a grievance under Article 7 hereof.

*Section 3.* Should notice of termination or modification be given by either party as provided in Section 1 of this Article, this contract shall terminate as of its expiration date unless specifically extended by written agreement, and, upon such termination, any and all obligations of either party to continue to maintain the grievance procedure provided by the contract shall immediately terminate and become unenforceable; provided, however, that any grievance which has, prior to the termination of the contract, been appealed to arbitration will be processed under the terms of this contract.

*Section 4.* Notices shall be in writing and shall be sent by registered mail addressed, if to the Union, to District Lodge 26, International Association of Machinists and Aerospace Workers, care of the Directing Business Representative, or his or her designee, 365 New Britain Road, Kensington, Connecticut; 06037; and if to the Company, to United Technologies Corporation, care of Vice President for Industrial Relations, Hartford, Connecticut.

It is understood and agreed that this Agreement has been ratified by the membership of District Lodge 26 and its affiliated Local Lodges 700, 1746 and 1746-A.

Dated at East Hartford, Connecticut, this 3rd day of December, 2007.

FOR THE UNION:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FOR THE COMPANY:

_____
_____
_____

## SCHEDULE A

*Effective December 3, 2007*

LABOR GRADE	NORMAL STARTING RATE	STANDARD RATE	MAXIMUM RATE
11	\$17.85	\$18.40	\$20.56
10	\$18.53	\$19.13	\$21.27
9	\$19.31	\$19.93	\$22.19
8	\$20.18	\$20.94	\$23.20
7	\$21.26	\$22.04	\$24.32
6	\$22.35	\$23.23	\$25.52
5	\$23.53	\$24.47	\$26.84
4	\$24.85	\$25.86	\$28.23
3	\$26.28	\$27.34	\$29.77
2	\$27.92	\$29.06	\$31.51
1	\$29.64	\$30.83	\$33.31
0	\$31.39	\$32.65	\$35.17

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\*An applicant may be hired at a rate below, at, or above any Standard Rate shown in the above Schedule A which is determined by the company to be in accordance with the applicant's qualifications and experience.

## SCHEDULE B

*Effective December 1, 2008*

LABOR GRADE	NORMAL STARTING RATE	STANDARD RATE	MAXIMUM RATE
11	\$18.48	\$19.05	\$21.27
10	\$19.17	\$19.80	\$22.01
9	\$19.99	\$20.63	\$22.97
8	\$20.89	\$21.67	\$24.02
7	\$22.00	\$22.81	\$25.17
6	\$23.13	\$24.04	\$26.42
5	\$24.35	\$25.32	\$27.78
4	\$25.72	\$26.77	\$29.22
3	\$27.20	\$28.30	\$30.81
2	\$28.90	\$30.08	\$32.61
1	\$30.68	\$31.91	\$34.47
0	\$32.49	\$33.80	\$36.40

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\*An applicant may be hired at a rate below, at, or above any Standard Rate shown in the above Schedule B which is determined by the company to be in accordance with the applicant's qualifications and experience.

## SCHEDULE C

*Effective December 7, 2009*

LABOR GRADE	NORMAL STARTING RATE	STANDARD RATE	MAXIMUM RATE
11	\$19.13	\$19.71	\$22.02
10	\$19.85	\$20.49	\$22.78
9	\$20.69	\$21.35	\$23.77
8	\$21.62	\$22.43	\$24.86
7	\$22.77	\$23.60	\$26.05
6	\$23.94	\$24.88	\$27.34
5	\$25.20	\$26.21	\$28.75
4	\$26.62	\$27.71	\$30.25
3	\$28.15	\$29.29	\$31.89
2	\$29.91	\$31.13	\$33.75
1	\$31.75	\$33.03	\$35.68
0	\$33.63	\$34.98	\$37.67

\*An applicant may be hired at a rate below, at, or above any Standard Rate shown in the above Schedule C which is determined by the company to be in accordance with the applicant's qualifications and experience.

## APPENDIX A

### OCCUPATIONAL GROUPS AND FAMILIES FOR THE PURPOSES OF LAYOFF, AND RECALL AFTER LAYOFF FOR EAST HARTFORD, MIDDLETOWN AND CHESHIRE

Interchangeable job  
grades are equal to or  
lower than grade shown

In the event an individual Product Center or similar organization decides to combine an occupational group in one Job Family with an occupational group in another Job Family, such changes will be mutually agreed upon prior to implementation.

#### **Job Family - Occupation – Title**

FAMILY 1 -	MACHINING	
100	HOLLOW FAN BLADE FABRICATOR	
176	MACHINIST, DEVELOPMENT & PRODUCTION	
190	TOOLROOM MACHINIST	<-5
194	PIPEMAKER	
240	SHEET METAL WORKER	
244	SHEET METAL FABRICATOR	
621	COMPOSITE PART FABRICATOR	
FAMILY 5 -	PART TREATMENT AND CASTING	
344	METAL FINISHING MECHANIC	<-4
583	PRODUCTION TECHNICIAN	
642	AUTOMATIC CASTING FACILITY OPERATOR	
FAMILY 6 -	WELDING	
380	FUSION WELDER, AIRCRAFT	N/A
FAMILY 7 -	ASSEMBLY & TEST	
400	POWERPLANT MECHANIC	N/A
FAMILY 9 -	QUALITY ASSURANCE	
460	PARTS, TOOLS AND GAGES, INSPECTOR	<-6
464	METALLURGICAL INSPECTOR	

FAMILY 10-	TOOL, DIE AND GAGE SERVICES	
500	TOOL, DIE & GAGE MAKER	N/A
FAMILY 11 -	MECHANICAL SERVICES	
520	MACHINE & EQUIPMENT MECHANIC	
522	MOTOR VEHICLE MECHANIC	
530	MAINTENANCE MECHANIC	
562	FACILITIES SERVICES	<-4
600	CARPENTER	
900	FACILITIES SERVICER	
904	CHEMICAL PROCESS OPERATOR	
FAMILY 12 -	ELECTRICAL SERVICES	
580	FACILITIES ELECTRICIAN	
585	ELECTRONICS SYSTEM SERVICER	<-4
FAMILY 16 -	MATERIAL SERVICES	
801	OUTSIDE VEHICLE OPERATOR	
901	MATERIAL PROCESSOR	<- 5

## APPENDIX B

### EAST HARTFORD, MIDDLETOWN AND CHESHIRE SENIORITY AREAS FOR THE PURPOSES OF LAYOFF

During the life of this Agreement, if new business units are created, the Company will meet with the Union to discuss the seniority impact, if any, of such changes.

#### Seniority Area

ENGINEERING	01	DEVELOPMENT OPERATIONS SHOP DEVELOPMENT OPERATIONS FOUNDRY ENGINEERING TEST ENGINEERING LABORATORIES
TURBINE MODULE CENTER	02	BU's 231, 241, 242, 253, 264, ART, MATN, QANH
CAN MODULE CENTER	04	BU's 20, 42, 122, 135, 152, 154, 158, 401
COMPRESSION SYSTEMS MODULE CENTER	05	BU's ROTM (320, 330, 340, 360), CASM (431, 432, 436, 713), MACM (437)
HOLLOW FAN BLADE	07	BU 15
ENGINE CENTER	10	PRODUCTION ASSEMBLY & TEST, & EXPERIMENTAL ASSEMBLY & TEST – MIDD.
ENGINE SERVICES	11	CHESHIRE
AFTERMARKET SERVICES ITEM REPAIR	13	EH-ORO 1, ORO2, ORO3, ORO4
MIDDLETOWN SITE	44	JOB FAMILY 9*, 10, 11, 12 & 16 - MIDD
EAST HARTFORD SITE & EXPERIMENTAL SUPPORT	90	JOB FAMILY 9*, 10, 11, 12 & 16 – EH, WILLGOOS SITE

\*Except that such employees must have certifications, training and skills necessary to do the relevant work after a brief familiarization period.

NAME \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

CLOCK NO. \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ SSAN: \_\_\_\_\_

This assignment is for:  
UNION MEMBERSHIP \_\_\_\_\_ SERVICE FEE \_\_\_ (SIGNIFY BY INITIALS)

To: PRATT & WHITNEY, MIDDLETOWN  
LOCAL LODGE 700, DISTRICT #26, I.A.M.A.W., MIDDLETOWN

I hereby assign to Lodge 700 of the International Association of Machinists and Aerospace Workers, AFL-CIO, in four equal installments and from the first four (4) paydays in each month, as defined above, the sum that is hereafter established by the Local Lodge as the monthly dues uniformly required as a condition of retaining membership therein or the monthly Service Fee established by the Local Lodge, not in excess of the monthly membership dues of Union members, and as has been certified as constituting such to the company by the Secretary-Treasurer of Local Lodge 700, District 26, I.A.M.A.W., AFL-CIO.

This assignment shall be effective and irrevocable for periods of one (1) year subsequent to the effective date or subsequent to the anniversary of the effective date of any year thereafter, provided, that there is an Agreement in effect between the Company and the Union, and provided further that no written notice of cancellation of this assignment is given by me to the Company and the Union, simultaneously within ten (10) days prior to the effective date, or within ten (10) days prior to the anniversary of the effective date, of any year thereafter.

Signed by me before the undersigned witness on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Witness \_\_\_\_\_

I further assign from the first payday of the month following the receipt by you of this authorization one (1) Initiation Fee in whatever sum is established as such by the Local Lodge and has been certified as constituting such Initiation Fee to the Company by the Secretary-Treasurer of Local Lodge 700, I.A.M.A.W., AFL-CIO.

Signed by me before the undersigned witness on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Witness \_\_\_\_\_

NAME \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

CLOCK NO. \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ SSAN: \_\_\_\_\_

This assignment is for:  
UNION MEMBERSHIP \_\_\_\_\_ SERVICE FEE \_\_\_ (SIGNIFY BY INITIALS)

To: PRATT & WHITNEY, EAST HARTFORD  
LOCAL LODGE 1746, DISTRICT #26, I.A.M.A.W., EAST HARTFORD

I hereby assign to Lodge 1746 of the International Association of Machinists and Aerospace Workers, AFL-CIO, in four equal installments and from the first four (4) paydays in each month, as defined above, the sum that is hereafter established by the Local Lodge as the monthly dues uniformly required as a condition of retaining membership therein or the monthly Service Fee established by the Local Lodge, not in excess of the monthly membership dues of Union members, and as has been certified as constituting such to the company by the Secretary-Treasurer of Local Lodge 1746, District 26, I.A.M.A.W., AFL-CIO.

This assignment shall be effective and irrevocable for periods of one (1) year subsequent to the effective date or subsequent to the anniversary of the effective date of any year thereafter, provided, that there is an Agreement in effect between the Company and the Union, and provided further that no written notice of cancellation of this assignment is given by me to the Company and the Union, simultaneously within ten (10) days prior to the effective date, or within ten (10) days prior to the anniversary of the effective date, of any year thereafter.

Signed by me before the undersigned witness on this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Witness \_\_\_\_\_

I further assign from the first payday of the month following the receipt by you of this authorization one (1) Initiation Fee in whatever sum is established as such by the Local Lodge and has been certified as constituting such Initiation Fee to the Company by the Secretary-Treasurer of Local Lodge 1746, I.A.M.A.W., AFL-CIO.

Signed by me before the undersigned witness on this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Witness \_\_\_\_\_

NAME \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

CLOCK NO. \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ SSAN: \_\_\_\_\_

This assignment is for:  
UNION MEMBERSHIP \_\_\_\_\_ SERVICE FEE \_\_\_ (SIGNIFY BY INITIALS)

To: PRATT & WHITNEY, CHESHIRE  
LOCAL LODGE 1746-A, DISTRICT #26, I.A.M.A.W., CHESHIRE

I hereby assign to Lodge 1746-A of the International Association of Machinists and Aerospace Workers, AFL-CIO, in four equal installments and from the first four (4) paydays in each month, as defined above, the sum that is hereafter established by the Local Lodge as the monthly dues uniformly required as a condition of retaining membership therein or the monthly Service Fee established by the Local Lodge, not in excess of the monthly membership dues of Union members, and as has been certified as constituting such to the company by the Secretary-Treasurer of Local Lodge 1746-A, District 26, I.A.M.A.W., AFL-CIO.

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This assignment shall be effective and irrevocable for periods of one (1) year subsequent to the effective date or subsequent to the anniversary of the effective date of any year thereafter, provided, that there is an Agreement in effect between the Company and the Union, and provided further that no written notice of cancellation of this assignment is given by me to the Company and the Union, simultaneously within ten (10) days prior to the effective date, or within ten (10) days prior to the anniversary of the effective date, of any year thereafter.

Signed by me before the undersigned witness on this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Witness \_\_\_\_\_

I further assign from the first payday of the month following the receipt by you of this authorization one (1) Initiation Fee in whatever sum is established as such by the Local Lodge and has been certified as constituting such Initiation Fee to the Company by the Secretary-Treasurer of Local Lodge 1746-A, I.A.M.A.W., AFL-CIO.

Signed by me before the undersigned witness on this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Witness \_\_\_\_\_

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO  
MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION**

Name \_\_\_\_\_ Date \_\_\_\_\_ Card No. \_\_\_\_\_  
 Address \_\_\_\_\_ M F Date of birth \_\_\_\_\_  
 SS No. \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_ Hire date \_\_\_\_\_  
 Employer \_\_\_\_\_ Hourly wage \_\_\_\_\_  
 Class of work \_\_\_\_\_ Years experience \_\_\_\_\_ Shift: 1  2  3

**Membership Application. Check here:**  To the Officers and Members of Lodge No. \_\_\_\_\_ (the "Lodge" or "Union"), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers, AFL-CIO (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to sign a membership application as a condition of employment and that this application for membership is voluntary. I agree to obey the laws of the IAM and to support the principles of trade unionism and I authorize me IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card No. \_\_\_\_\_ Lodge No. \_\_\_\_ Location \_\_\_\_\_ Last dues paid \_\_\_\_\_

**Check-Off Authorization. Check here:**  I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive 1-year periods or until the termination of the collective bargaining agreement whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of and not a quid pro quo for, union membership but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

The following information is strictly voluntary and is requested for the sole purpose of providing improved services to our membership:

I am \_\_\_\_\_ Caucasian \_\_\_\_\_ African American \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_ Pacific Islander \_\_\_\_\_ Native American \_\_\_\_\_ Other.

.....  
**Important Notice.** I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clauses. (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth *in* the IAM Constitution and in various Federal laws like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by me Internal Revenue Code.

\_\_\_\_\_  
 \_\_\_\_\_ (Date) \_\_\_\_\_ (Your signature)

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## NOTICE TO EMPLOYEES SUBJECT TO UNION SECURITY CLAUSES

Employees working under collective bargaining agreements containing union security clauses are required, as a condition of employment, to pay an amount equal to the union's initiation fee, if applicable, and monthly dues. This is their sole obligation to the union regardless of the clauses. Individuals who are members of our organization pay initiation, if applicable, and monthly union dues. Nonmembers, or "agency fee payors," meet their obligation by the payment of "agency fees" for representation that are equal to initiation, if applicable, and the union's monthly dues. Nonmembers have a legal right to file objections to funding expenditures that are "nongermane to the collective bargaining process." Nonmembers who choose to file such objections should follow the procedure set forth below.

When considering these matters, individuals should be aware that the union security clause contained in their collective bargaining agreement was negotiated and ratified by their fellow employees so that everyone who benefits from the collective bargaining process shares in its cost. The working conditions of all bargaining unit employees are improved immeasurably when the union gains higher wages, better health care and pensions, fairness in the disciplinary system, overtime pay, vacations, and many other improvements in working conditions at the bargaining table. And while individuals may choose to meet their financial obligations as nonmember agency fee payors, before electing agency fee payor status individuals should be aware of the additional benefits of union membership they are giving up.

Among the many opportunities available to IAM members are the right to attend and participate in union meetings; the right to nominate and vote for candidates for union office and the right to run for union office; the right to participate in contract ratification and strike votes; the right to participate in the formulation of IAM collective bargaining demands; the right to participate as a delegate to the International Union convention; the right to participate in the development and formulation of IAM policies; and the right to enjoy the many benefits of the Union Privilege Benefits Program, including low-interest credit cards, prescription drug cards, life insurance, legal and travel services.

Individuals who nevertheless elect to be nonmember agency fee payors may object to funding expenditures nongermane to the collective bargaining process and support only chargeable activities. Examples of expenditures germane to the collective bargaining process for which objectors may be charged are those made for the negotiation, enforcement and administration of collective bargaining agreements; meetings with employer and union representatives; proceedings on behalf of workers under the grievance procedure, including arbitration; internal union administration; and litigation related to the above activities. Expenditures from the unions strike fund are chargeable, because nonmembers have the same right to strike benefits as members if they meet the applicable requirements. Expenditures nongermane to the collective bargaining process and thus, nonchargeable to objectors are those which are not strictly related to collective bargaining. Examples of such expenditures are those made for political purposes; for general community service and legislative activities; for certain affiliation costs; and for general organizing efforts.

Objectors must file objections in accordance with the following procedures:

1. Beginning on November 1<sup>st</sup> and ending on November 30<sup>th</sup> of each year, or during the first 30 days in which an objector is required to pay fees to the union, that objector may request that his/her initiation fee, if applicable, and monthly agency fee payment be reduced so that he/she is only bearing the costs of representational activities. Fee reductions will be based on prior audited figures of the Grand Lodge and on a sample of prior audited figures from the District and Local Lodge levels. For the calendar year 2001, the percentage reduction in monthly Grand Lodge per capita payments is 30.29 percent, plus a 12.64 percent reduction in district lodge per capita and a 26.30 percent reduction in local lodge fees. These percentages are revised each year. An updated copy of this notice, including new percentages, is published each year in the Fall IAM Journal. It is also available from the office of the General Secretary-Treasurer at the address given below.
2. A request must be in the form of a letter, signed by the objector and sent to the General Secretary-Treasurer of the International Association of Machinists and Aerospace Workers, AFL-CIO, 9000 Machinists Place, Upper Marlboro, MD 20772-2687, postmarked during the period described in paragraph 1 above. The request shall contain the objector's home address and local lodge number, if known.
3. Upon receiving a proper request from an objector, the General Secretary-Treasurer shall notify such objector that the request is perfected and provide a summary of major categories of expenditures showing how the reduction is calculated. The Grand Lodge maintains an escrow account that contains sufficient monies to cover any challenges to expenditures that may reasonably be in dispute.
4. Upon receiving the General Secretary-Treasurer's notice of the calculation of chargeable expenditures, an objector shall have 30 days to file a challenge with General Secretary-Treasurer if he or she has reason to believe that the calculation of chargeable activities is incorrect.
5. If an objector chooses to challenge the calculation of the advance reduction, there shall be an expeditious appeal before an impartial arbitrator chosen through the American Arbitration Association's (AAA) Rules for Impartial Determination of Union Fees.
  - a. Any and all appeals shall be consolidated and submitted to the AAA. The presentation to the arbitrator shall be either in writing or at a hearing, as determined by the arbitrator. If a hearing is held, any objector who does not wish to attend may submit his/her views in writing by the date of the hearing, or may participate by telephone. If a hearing is not held, the arbitrator will set the dates by which all written submissions will be received and will decide the case based on the evidence submitted.
  - b. The union shall pay the costs of the arbitration. Challengers shall bear all other costs in connection with presenting their appeal (travel, witness fees, lost time, etc.). Challengers may, at their expense, be represented by counsel or other representative of choice.
  - c. A court reported shall make a transcript of all proceedings before the arbitrator if a hearing is held. The transcript shall then be the official record of the proceedings.
  - d. The union shall bear the burden of justifying its calculations.
  - e. The union shall be bound by the decision of the arbitrator.
6. Objectors who choose to renew their requests for an advance reduction must do so annually in compliance with the above-described procedures, except that employees covered by the Railway Labor Act have the following choice: (1) they may follow the annual renewal procedure, or (2) they may indicate in their letter to the General Secretary-Treasurer that they want their objection to be treated as continuing in nature.
7. A person who was a member of the IAM at the time set forth in paragraph 1, but who subsequently resigns from membership, may request objector status for the remainder of the year, Said former member may, within the first thirty days after the effective date of resignation, write to the General Secretary-Treasurer, as set forth in paragraph 2.

**MACHINISTS NON-PARTISAN POLITICAL LEAGUE  
Political Action Wage Deduction Authorization Card**

I, \_\_\_\_\_, hereby  
(NAME OF EMPLOYEE) (CLOCK/SOC.SEC. NO.)

authorize and direct Pratt & Whitney to deduct monthly from my wages the  
(NAME OF EMPLOYER)  
sum of \$\_\_\_\_\_ and forward the amount monthly to the Treasurer of the Machinists  
Non-Partisan League at 9000 Machinists Place, Upper Marlboro, Maryland 20772-  
2687.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues of membership fees to the local union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the Company and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal Elections.

\_\_\_\_\_  
(EMPLOYEE SIGNATURE)

\_\_\_\_\_  
DATE

**LETTER 1**  
**Information to be provided to the Union**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning information to be provided to the Union. Whenever possible, the following will be provided electronically.

- (1) (a) The Company agrees to furnish the Union monthly each year during the life of the Agreement referred to above, with a list in alphabetical order containing the name, clock number, and home address and telephone number (when provided to the Company) of each employee covered by this Agreement;
- (b) The Company will furnish to the Union at monthly intervals the home addresses of employees who have been transferred from jobs outside the bargaining unit into jobs within the bargaining unit;
- (c) The Company will furnish to the Union at monthly intervals a list by seniority area showing the seniority of the employees covered by this Agreement. The list shall include job family, occupational group, department, shift, job code, labor grade and birth date.
- (d) The Company will furnish to the Union at monthly intervals a report entitled "Pratt & Whitney Employee Recall Rights Report". This report is sorted by job family and includes employee name, plant, grade, occupational group, employee clock number, seniority date, layoff date, expiration date, seniority days accrued at the time of layoff, and the employee's age. It also identifies the employees in one of four categories: (1) eligible for recall; (2) rights expired; (3) refused recall; and (4) rehired.

- (2) The Company agrees to furnish to the Union copies of the following Company records on the second Monday of each month:
- (a) A copy of the "employee service record" compiled for the preceding month covering all bargaining unit employees, but having excised therefrom all information contained therein concerning employees not included in the bargaining unit;
  - (b) An electronic file reflecting any changes in the status of employees during the preceding month (including new hires, rehires and employment terminations), but having excised therefrom information or data, if any, which discloses the details, but not the fact, of employment in jobs not included within the bargaining unit.
- (3) In consideration of the above, it is understood and agreed that, except as otherwise provided for in the aforesaid Agreement, the Union shall not request nor receive during the life of that said Agreement any other information, data, or listings related to the wages, hours, or working conditions of employees covered by this Agreement. This waiver, however, shall not affect any right the Union may have with respect to information concerning pensions, gross hourly earnings or insurance necessary to bargaining for agreements in the future.

It is further agreed that a grievance alleging a violation of the above shall be submitted at Step 2 of the grievance procedure. Any such grievance, if not settled at Step 2 of the grievance procedure, may be submitted to arbitration in accordance with the provisions of Section 3(a) of Article 7.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 2**  
**Third Party Valuation**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning alternate medical plan options other than the Company sponsored national plans.

The Company and the Union have agreed that – notwithstanding the provisions of Article 22 – any employee covered by the Agreement may elect to enroll in any one of the qualified alternate plans which, as of April 1, 2008, the Company has accepted and who services the area in which the employee resides, provided:

- (a) Except to the extent required by law, nothing herein shall be construed to require the Company to accept any particular alternate plan. Further, to the extent permitted by law, if the Company has accepted, or accepts in the future, any alternate plan, nothing herein shall be construed to require the Company to continue, extend or renew such plan nor to accept in the future any further notice from such plan and the Company reserves the right in its sole discretion to cancel any such alternate plan.
- (b) Contributions for alternate plans will be determined annually as follows:  
  
The contribution level for all qualified alternate plans will be equal to the Company sponsored plan contribution level for the UTC Build Your Own Medical Option 1 plus the Pharmacy Option 1, plus the third-party valuation of any benefit differential between the alternate plan and the Company sponsored plan, plus any incremental administrative charges over the level of the administrative charges for the Company sponsored plan.
- (c) Employees will pay the following minimum weekly pre-tax contributions for the duration of this Agreement toward the alternate plan provided health care coverage.

Effective Date:			
	4/7/2008	1/5/2009	1/4/2010
Employee Only	\$17.30	\$19.90	\$22.80
Employee Plus Spouse	\$41.20	\$47.30	\$54.40
Employee Plus Child(ren)	\$32.50	\$37.40	\$43.00
Employee Plus Family	\$56.40	\$64.80	\$74.50

- (d) Effective December 3, 2007, through April 6, 2008, the contributions for alternate plans will continue at the levels currently in effect.
- (e) If any employee's wages are insufficient to collect the required contributions, the uncollected contributions will be accumulated and an extra week's contributions will be deducted from future wages until they have been fully collected.
- (f) There will be an open enrollment period once each year at which time eligible employees will be allowed a choice of the Company health benefits programs or a qualified alternate plan that has been accepted by the Company and that the Company, in its sole discretion, chooses to make available to employees. With the exception of certain employee life status changes, once an election has been made or the open enrollment period has expired, no change may be made until the next open enrollment period.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 3**  
**Employee Assistance Program**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning the Employee Assistance Program.

On an as needed basis, the Directing Business Representative or his or her designee will meet with the Vice President, Human Resources or his or her designee and other Union and Company representatives to discuss training programs/courses in support of the Employee Assistance Program. Any Union EAP Coordinator, who must absent himself or herself from his or her work for attendance at any Company provided training sessions, will be paid at his or her regular base hourly rate, plus cost-of-living allowance and shift premium, if any, for such attendance. In addition, the Company will pay any Union EAP Coordinator who must absent himself or herself from work for attendance at additional training, for up to two weeks per year, which would lead to the employee's CEAP certification. CEAP certification should be achieved as soon as practicable. Further, the Company agrees that all recognized Union EAP Coordinators will annually be afforded the opportunity to attend a one week training program at the Company's expense. The parties will mutually agree on the content and location of this training.

Union EAP Coordinators recognized by the Company and the Union, who attend and successfully complete accredited substance abuse courses, will be reimbursed in full for the tuition of such courses. Such reimbursement shall include annual membership fees and/or certification maintenance for organizations such as Employee Assistance Professional Association (EAPA) and re-certifications such as Certified Employee Assistance Professional (CEAP). These courses must be taken outside of regular working hours.

During the life of the contract, the full-time position of Senior Union Coordinator will be maintained and appointed by the Directing Business Representative of District 26, or his or her designee subject to the approval of the Company. This

employee may be selected from the bargaining unit of any one of the affiliated Local Lodges 700, 743, 1746 or 1746-A. The selected employee will be paid his or her regular hourly base rate plus cost-of-living allowance during the period of his or her appointment. In addition, overtime authorized by the Directing Business Representative, or his or her designee and approved by the Vice President - Human Resources will be paid at the applicable rate. It is anticipated the Senior Union EAP Coordinator will support the delivery of EAP services; work with the Company on treatment, referral, documentation, and insurance issues; participate jointly in the training of counselors, including presentations to supervisors of bargaining unit employees.

The Senior Union EAP Coordinator will maintain his or her office within District 26. In case of any performance deficiencies, the matter will be reviewed between the Vice President - Human Resources and the Directing Business Representative, District 26, or his or her designee and, if necessary, the employee will be returned to his or her former bargaining unit position if the matter cannot be resolved.

The Company will reimburse travel mileage that may be incurred by any recognized Union EAP Coordinator in the course of providing emergency treatment or admission, subject to the review and approval of the appropriate Manager, Human Resources.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 4**  
**Overtime Records**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning overtime records.

Overtime will be recorded on a standard form provided by the Company. A sample of the form to be used is attached. It is further agreed that the Company will keep posted in each department a copy of the form showing overtime hours paid to employees in each department. The distribution of overtime will be made in accordance to the guidelines on the attached form.

The Company also agrees to conduct a training session for supervision concerning the Company's intent to distribute and record overtime in accordance with this Agreement. This training will occur during the first quarter of 2008. Shop Stewards will be offered the opportunity to attend this training session. It is further agreed that if new supervisors are hired by the Company, the Company agrees that training sessions for such new supervisors will occur within the first ninety (90) days and the Shop Steward of the area will be offered the opportunity to attend these training sessions.

A committee will be established to review those cases that show a substantial inequality in the distribution of overtime during the last 6 weeks. This committee will consist of the Business Unit Manager (or similar position), Manager, Human Resources, the Shop Chairperson or his or her designee and the affected employee. The purpose of this committee will be to develop an agreement which allows the inequality to be reduced. If, in the succeeding 6 weeks, the inequality is not

addressed satisfactorily the matter will be referred to the Product Center General Manager (or similar position) for his or her review and disposition.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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## GUIDELINES FOR OVERTIME

1. Overtime will be recorded on PWA Form #4791, *Hours Paid for Overtime Worked*.
2. A copy of the *Hours Paid for Overtime Worked* Form will be posted in each department on a weekly basis showing overtime worked under the supervision of each supervisor or "other supervisory title".
3. All overtime worked will be charged in terms of hours paid for overtime worked.
4. All overtime refused will be charged in terms of hours paid had the overtime been worked.
5. Employees who are scheduled for overtime and fail to report will be charged in terms of hours paid had they worked.
6. At the start of each year, overtime records will be adjusted to reflect the differential in paid overtime hours between the employee with the highest number of paid overtime hours and the employee with the lowest number of paid overtime hours.
7. If practicable, employees with the least amount of overtime will be selected.
8. Whenever overtime involves priority or emergency work, or requires special knowledge or skill, selection will be made to meet these requirements. Any resulting disparity will be offset as soon as practicable.
9. To be scheduled for overtime work, employees must be qualified to perform the work. If not, they will be charged.
10. An employee on loan will be scheduled for overtime in the group to which he or she is loaned only after employees who normally perform the work in that department have been asked for overtime.
11. All overtime worked while on loan will be charged to the employee's record in the parent department with the letter "L."
12. An employee on protracted absence exceeding one week will be credited with equivalent hours after all other employees in his or her job code have been charged with equivalent hours overtime and every time thereafter until he or she is capable of performing the job.

13. For record keeping purposes only, an employee who enters a group will be charged the average overtime for the group.
14. Employees out on Military Leave will not be charged for overtime during such absence.
15. Employees who are asked and refuse overtime because of weekend duty in the Military Reserve or National Guard will be charged with the appropriate number of overtime hours offered which will be reflected on the overtime record together with the letter "I."
16. A substantial inequality in the distribution of overtime is defined as forty (40) hours, not caused by absences due to vacations, transfers, military service or the first week of a protracted absence. When such a substantial inequality is identified, the negatively affected employees will be asked to work all available overtime until such substantial disparity is corrected.

The following explanation is given regarding the various keys which are located on the top of the form to be used for the recording of overtime.

1. *V - Vacation* - To be used whenever an employee is on vacation.
2. *E - Emergency or Special Job* - To be used when a hot or new job needs to be done which only one or two employees under the foreman are qualified to perform. Therefore, the qualified employee would be scheduled for overtime, while others in the same job code were excluded. This particular situation might prevail for two or three weeks, but should not occur over a prolonged period and other employees in the job code should be trained to perform the operation. This should not be used to bring in a working leader-specialist to perform work normally done by other employees.
3. *S - Scheduled, Did Not Report* - This key should be counted as a day worked and the hours the employee would have been paid should be entered into the total. The reason for absences would also be recorded on the attendance and lateness record.
4. *R - Offered, But Refused* - This key is used for an employee who is offered overtime work but refused and the employee would be charged in terms of hours paid had he or she worked the overtime.
5. *I - Ill Or Otherwise Unavailable* - This key should be used for an employee, who on the day overtime was scheduled, was absent because of illness or was otherwise unavailable. An employee on protracted absence exceeding one week will be credited with equivalent hours after all other employees in his or her job

code have been charged with equivalent hours overtime and every time thereafter until he or she is capable of performing the job.

6. *NQ - Not Qualified* - This key would be applicable for a probationary employee or individual recently promoted and who has not received sufficient training on the job and therefore, cannot perform the work without close supervision. Such an employee should be offered every opportunity to become qualified and share in the overtime offered to those in his or her job code. To be scheduled for overtime, employees must be fully qualified to perform the work, if not, they will be charged.
7. *L - Loaned* - This key will be used to record overtime of an employee who is loaned into another department. The "L" will be recorded in his or her parent department.



**LETTER 5**  
**Universal Health Insurance**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and between the Company and the Union concerning Universal Health Insurance.

It is recognized that without any specific details of Federal and State legislation on Universal Health Insurance which could be enacted, it is not possible at this time to envision implications of such legislation on the Group Health, Dental and Life Insurance Plans. It is mutually recognized the Plans should not duplicate the benefits of a universal health insurance program.

It is further agreed that in no case will the Company's total liability for costs for the Plans plus any tax or premium contribution required from the Company by legislation or regulation exceed that in effect immediately prior to the implementation of such Federal and State legislation or regulation.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 6**  
**Hourly Employee Recognition Program**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This will confirm the understanding and agreement between the Company and the Union with respect to an Hourly Employee Recognition Program.

The purpose of this program is to provide supervision with the means to recognize various levels of group and individual accomplishments. The program consists of the following Awards:

Group Events are to reinforce group morale and accomplishments and will result in activities such as a luncheon or pizza party.

Appreciation Awards are for recognition of superior performance and normally should be awarded shortly after the completion of a task. The award would consist of either a dinner for two, or as available, a pair of tickets for local theater or sporting event.

Recognition awards are available for group or individual outstanding effort on a major project or task associated with continuous improvement within the organization. Prior to announcing these awards, the Company will notify the appropriate Union official.

The parties agree such awards will be made wholly at the Company's discretion and will not be subject to the grievance procedure.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 7**  
**Group Insurance Plans**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning amendments to the group health insurance, life insurance, disability insurance and the group dental plan referred to in Article 22. The following represents a summary of benefits and amendments to contractual provisions.

Reimbursement Accounts -- Effective December 3, 2007:

Health Care Spending Account	\$120 to \$4,000 per year, pre-tax for eligible medical and dental expenses.  \$120 to \$5,000 per year pretax, effective January 1, 2009.
Dependent Day Care Spending Account	\$120 to \$5,000 per year, pre-tax for eligible child and/or adult/elder day care expenses.

Life/Accidental Death & Dismemberment/Weekly Disability and  
Total and Permanent Disability Table -- Effective January 1, 2008:

Base Rate Wage Class	Life & AD&D	Weekly Disability	TPD
\$19.00 and Under	\$58,500	\$390	\$1,060.02
\$19.01 - \$19.50	\$60,000	\$400	\$1,087.20
\$19.51 - \$20.00	\$61,500	\$410	\$1,114.38
\$20.01 - \$20.50	\$63,000	\$420	\$1,141.56

\$20.51 - \$21.00	\$64,500	\$430	\$1,168.74
\$21.01 - \$21.50	\$66,000	\$440	\$1,195.92
\$21.51 - \$22.00	\$67,500	\$450	\$1,223.10
\$22.01 - \$22.50	\$69,000	\$460	\$1,250.28
\$22.51 - \$23.00	\$70,500	\$470	\$1,277.46
\$23.01 - \$23.50	\$72,000	\$480	\$1,304.64
\$23.51 - \$24.00	\$73,500	\$490	\$1,331.82
\$24.01 - \$25.00	\$75,000	\$500	\$1,359.00
\$25.01 - \$26.00	\$78,000	\$520	\$1,413.36
\$26.01 - \$27.00	\$81,000	\$540	\$1,467.72
\$27.01 - \$28.00	\$84,000	\$560	\$1,522.08
\$28.01 - \$29.00	\$87,000	\$580	\$1,576.44
\$29.01 - \$30.00	\$90,000	\$600	\$1,630.80
\$30.01 and Above	\$93,000	\$620	\$1,685.16

Survivor Income -- Effective January 1, 2008:

Part I and Part II	\$275 per month
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Medical Contributions – Effective December 3, 2007:

Employee Only	\$10.91 per week
Employee plus One	\$25.79 per week
Employee plus Child(ren)	\$20.17 per week
Employee plus Family	\$35.05 per week

**Employee Weekly Contributions -- Effective April 7, 2008**

	<b>Option</b>	<b>EE</b>	<b>EE + S</b>	<b>EE +C</b>	<b>EE+ F</b>
<b>Medical</b>	1	\$14.20	\$34.30	\$26.80	\$46.90
	2	\$11.30	\$27.50	\$21.60	\$37.90
	3	\$7.30	\$17.50	\$13.50	\$23.70
	4	\$3.10	\$7.10	\$5.50	\$9.50
	5	\$0.00	\$3.50	\$2.60	\$6.10
<b>Rx</b>	1	\$3.10	\$6.90	\$5.70	\$9.50
	2	\$1.70	\$3.60	\$3.30	\$5.20
	3	\$0.00	\$2.30	\$1.70	\$4.00
<b>Total (1+1)</b>		\$17.30	\$41.20	\$32.50	\$56.40

**Employee Weekly Contributions -- Effective January 5, 2009**

	<b>Option</b>	<b>EE</b>	<b>EE + S</b>	<b>EE +C</b>	<b>EE+ F</b>
<b>Medical</b>	1	\$16.30	\$39.40	\$30.80	\$53.90
	2	\$13.00	\$31.60	\$24.80	\$43.60
	3	\$8.40	\$20.10	\$15.50	\$27.30
	4	\$3.60	\$8.20	\$6.30	\$10.90
	5	\$0.00	\$4.00	\$3.00	\$7.00
<b>Rx (1)</b>	1	\$3.60	\$7.90	\$6.60	\$10.90
	2	\$2.00	\$4.10	\$3.80	\$6.00
	3	\$0.00	\$2.60	\$2.00	\$4.60
<b>Total (1+1)</b>		\$19.90	\$47.30	\$37.40	\$64.80

(1) Does Not apply to HSA with High Deductible Health Plan

**Employee Weekly Contributions – Effective January 4, 2010**

	Option	EE	EE + S	EE +C	EE+ F
<b>Medical</b>	1	\$18.70	\$45.30	\$35.40	\$62.00
	2	\$15.00	\$36.30	\$28.50	\$50.10
	3	\$9.70	\$23.10	\$17.80	\$31.40
	4	\$4.10	\$9.40	\$7.20	\$12.50
	5	\$0.00	\$4.60	\$3.50	\$8.10
<b>Rx (1)</b>	1	\$4.10	\$9.10	\$7.60	\$12.50
	2	\$2.30	\$4.70	\$4.40	\$6.90
	3	\$0.00	\$3.00	\$2.30	\$5.30
<b>Total (1+1)</b>		\$22.80	\$54.40	\$43.00	\$74.50

(1) Does Not apply to HSA with High Deductible Health Plan

## Special Open Enrollment; Effective April 1, 2008

During the first quarter of 2008 a special open enrollment will be scheduled during which employees may choose either the Company's Managed Care Plan (if in the health plan area), an indemnity out-of-area plan (if out of the health plan area), or a qualified alternative plan. Election will be effective April 1, 2008. During this special open enrollment employees will be able to change their medical flexible spending account election.

Current employees will be offered the Company sponsored Build Your Own plan and the vendor for that plan will be based upon the employee's home zip code: Connecticut (CIGNA) and Massachusetts (Anthem).

NOTE: In addition to the Build Your Own Medical and Prescription Drug options referenced below, the Company plans to offer a High Deductible Health Plan with a Health Savings Account (HSA) beginning 1/1/2009.

Plan Provisions – Effective December 3, 2007 – Expiring March 31, 2008

R&C=Reasonable and Customary

PCP=Primary Care Physician

\* Deductible and Out-Of-Pocket limits stay at “employee only”, “employee plus one dependent” and “employee plus family”.

Service	CIGNA Point of Service (POS)		CIGNA Preferred Provider Organization (PPO)		CIGNA Medical (Out-of Area)
	In-Network	Out-of-Network	In-Network	Out-of-Network	All Providers
Ambulance Service to nearest hospital, if medically necessary	80% of negotiated rates after deductible	80% of billed charges after deductible if true emergency; otherwise 60% of R&C after deductible	80% of negotiated rates after deductible	80% of billed charges after deductible if true emergency; otherwise 60% of R&C after deductible	80% of R&C after deductible
Deductible*	\$200/\$400/\$500	\$1,000/\$2,000/\$3,000	\$200/\$400/\$500	\$1,000/\$2,000/\$3,000	\$200/\$400/\$500
Dependents, Adding of	Within 30 days	Within 30 days	Within 30 days	Within 30 days	Within 30 days
Emergency Hospital Notification	Within 48 hours or the next business day.	Within 48 hours or the next business day.	Within 48 hours or the next business day.	Within 48 hours or the next business day.	Within 48 hours or the next business day.
Emergency Room	100% after \$75 copay (waived if admitted)	\$75 copay then 100% of billed charges if true emergency (no deductible); otherwise 60% of R&C after deductible	80% of negotiated rates after deductible	80% of billed charges after deductible if true emergency; otherwise 60% of R&C after deductible	80% of R&C after deductible
Hearing Aids, Initial purchase, fitting, maintenance and repairs. Expenses must be over \$200 and pre-authorized by CIGNA	80% of negotiated rates after deductible when authorized by PCP	60% of R&C after deductible, when authorized by physician	80% of negotiated rates after deductible when authorized by physician	60% of R&C after deductible, when authorized by physician	80% of R&C after deductible, when authorized by physician
Home Health Care	100% of negotiated rates (no deductible), when medically necessary. Unlimited visits	60% of R&C after deductible (80 visits per calendar year combined with in-network)	80% of negotiated rates after deductible, when medically necessary. Unlimited visits.	60% of R&C after deductible (80 visits per calendar year combined with in-network)	80% of R&C after deductible (80 visits per calendar year)
Hospice	100% of negotiated rates with prior approval (no deductible)	100% with prior approval (no deductible); otherwise 80% of R&C after deductible	100% of negotiated rates with prior approval (no deductible)	100% with prior approval (no deductible); otherwise 80% of R&C after deductible	100% with prior approval (no deductible); otherwise 80% of R&C

Service	CIGNA Point of Service (POS)		CIGNA Preferred Provider Organization (PPO)		CIGNA Medical (Out-of Area)
	In-Network	Out-of-Network	In-Network	Out-of-Network	All Providers
Hospitalization	80% of negotiated rates after deductible	60% of R&C after deductible. Pre-certification required. Must be medically necessary.	80% of negotiated rates after deductible. Pre-certification required. Must be medically necessary.	60% of R&C after deductible. Pre-certification required. Must be medically necessary.	80% of R&C. Pre-certification required. Must be medically necessary.
Laboratory and Radiology Services – MRI, MRA, CAT, PET	\$150 copay per procedure; then 100% of negotiated rates with prior approval	60% of R&C after deductible	80% of negotiated rates after deductible with prior approval	60% of R&C after deductible	80% of R&C after deductible with prior approval
Other Laboratory Tests in independent x-ray and/or Lab Facility (including doctor's office)	100% of negotiated rates (no deductible)	60% of R&C after deductible	80% of negotiated rates after deductible	60% of R&C after deductible	80% of R&C after deductible
Other Laboratory Tests not in independent facility	80% of negotiated fees after deductible	60% of R&C after deductible	80% of negotiated rates after deductible	60% of R&C after deductible	80% of R&C after deductible
Maternity fee, Global (includes charges for pre- and post-natal exams and delivery, but not initial office visit)	80% of negotiated rates after deductible. Covers birth and newborn until Mother's discharge.	60% of R&C after deductible (CIGNA certification required). Covers birth and newborn until Mother's discharge.	80% of negotiated rates after deductible. Covers birth and newborn until Mother's discharge.	60% of R&C after deductible (CIGNA certification required). Covers birth and newborn until Mother's discharge.	80% of R&C after deductible (CIGNA certification required). Covers birth and newborn until Mother's discharge.
Medical Equipment, Durable	100% of negotiated rates (no deductible) with prior authorization	60% of R&C after deductible (\$10,000 annual maximum combined w/in-network)	80% of negotiated rates after deductible	60% of R&C after deductible (\$10,000 annual maximum combined w/in-network)	80% of R&C after deductible (\$10,000 annual maximum)
Medical Supplies, Consumable	80% of negotiated rates after deductible with prior authorization	60% of R&C after deductible	80% of negotiated rates after deductible	60% of R&C after deductible	80% of R&C after deductible
Mental Health and Substance Abuse: - Outpatient	Must call ValueOptions.  100% after \$10 copay for visits 1 - 10 and \$25 copay for visits 11 – 50. 50 visits per plan year for in-network and out-of-network combined.	Must call ValueOptions.  50% of ValueOptions' program cost. 50 visits per plan year for in-network and out-of-network combined.	Must call ValueOptions.  100% after \$10 copay for visits 1 - 10 and \$25 copay for visits 11 – 50. 50 visits per plan year for in-network and out-of-network combined.	Must call ValueOptions.  50% of ValueOptions' program cost. 50 visits per plan year for in-network and out-of-network combined.	Same as In-Network or Out-of-Network coverage.

Service	CIGNA Point of Service (POS)		CIGNA Preferred Provider Organization (PPO)		CIGNA Medical (Out-of Area)
	In-Network	Out-of-Network	In-Network	Out-of-Network	All Providers
- Inpatient	80% of network fee. Admission limits apply.	50% of ValueOptions' program cost. Admission limits apply.	80% of network fee. Admission limits apply.	50% of ValueOptions' program cost. Admission limits apply.	Same as In-Network and Out-of-Network coverage.
OB/GYN Services (not selected as PCP)	100% of negotiated rates after \$30 copay by network provider	60% of R&C after deductible	100% of negotiated rates after \$30 copay by network provider	60% of R&C after deductible	100% of R&C less \$30 (80% of R&C after deductible for ancillary services)
Office Visits, PCP	100% of negotiated rates after \$20 copay by network provider (no deductible)	60% of R&C after deductible	100% of negotiated rates after \$20 copay by network provider (no deductible)	60% of R&C after deductible	100% of R&C less \$20 (80% of R&C for ancillary services)
Office Visits, Specialist	100% after \$30 copay with referral	60% of R&C after deductible	100% after \$30 copay	60% of R&C after deductible	100% of R&C less \$30 (80% of R&C for ancillary services)
PCP Referrals	Yes, but not for OB/GYN Network services.	No, but services must be medically necessary.	No, but services must be medically necessary.	No, but services must be medically necessary.	No, but services must be medically necessary.
PCP Selection	Mandatory	No	No	No	No
Physical Therapy and Rehabilitative Services	100% of negotiated rates, no deductible, after \$30 copay per visit (Up to a max of 30 treatment days per calendar year combined w/out-of-network)	60% of R&C after deductible (Up to a max of 30 treatment days per calendar year combined w/in-network)	100% of negotiated rates, no deductible, after \$30 copay per visit (Up to a max of 30 treatment days per calendar year combined w/out-of-network)	60% of R&C after deductible (Up to a max of 30 treatment days per calendar year combined w/in-network)	100% of R&C after \$30 per visit (Up to a max of 30 treatment days per calendar year). 80% of R&C after deductible for ancillary services.
Pre-admission Certification and Utilization Review	PCP responsibility	Employee responsibility. 10 days prior to hospital admission and surgery not performed in doctor's office.	Employee responsibility. Must get approval from Intracorp 10 days prior to hospital admission and surgery not performed in doctor's office	Employee responsibility. Must get approval from Intracorp 10 days prior to hospital admission and surgery not performed in doctor's office	Employee responsibility. Must get approval from Intracorp 10 days prior to hospital admission and surgery not performed in doctor's office.

Service	CIGNA Point of Service (POS)		CIGNA Preferred Provider Organization (PPO)		CIGNA Medical (Out-of Area)
	In-Network	Out-of-Network	In-Network	Out-of-Network	All Providers
Pre-certification Penalties	NA	\$500 in-hospital/50% of facility fee for outpatient surgery. 100% denial for days or services deemed medically unnecessary.	\$500 in-hospital/50% of facility fee for outpatient surgery. 100% denial for days or services deemed medically unnecessary.	\$500 in-hospital/50% of facility fee for outpatient surgery. 100% denial for days or services deemed medically unnecessary.	\$500 in-hospital/50% of facility fee for outpatient surgery. 100% denial for days or services deemed medically unnecessary.
Pregnancy, initial office visit to confirm pregnancy (see Maternity)	100% of negotiated rates, no deductible, after \$30 copay (specialist)	60% of R&C after deductible	100% of negotiated rates, no deductible, after \$30 copay (specialist)	60% of R&C after deductible	100% of R&C after \$30 copay (specialist). 80% of R&C after deductible for ancillary services.
Prescription Drugs (Caremark/Advance PCS provides prescription drug benefits)	Retail \$8 generic; \$16 brand name on Caremark/Advance PCS Preferred Drug List (PDL); \$35 brand name not on Caremark/ Advance PCS PDL; max 34 day supply retail.  Mail order 30 - 90 day supply: \$12 generic, \$35 brand name on Caremark/Advance PCS PDL; \$70 brand name not on Caremark/ Advance PCS PDL.	Reimbursement for the price that would have been charged at a participating pharmacy, less the applicable copay.  No mail order benefit.	Retail \$8 generic; \$16 brand name on Caremark/Advance PCS Preferred Drug List (PDL); \$35 brand name not on Caremark/ Advance PCS PDL; max 34 day supply retail.  Mail order 30 - 90 day supply: \$12 generic, \$35 brand name on Caremark/Advance PCS PDL; \$70 brand name not on Caremark/ Advance PCS PDL.	Reimbursement for the price that would have been charged at a participating pharmacy, less the applicable copay.  No mail order benefit.	Retail \$8 generic; \$16 brand name on Caremark/Advance PCS Preferred Drug List (PDL); \$35 brand name not on Caremark/Advance PCS PDL; max 34 day supply retail.  Reimbursed what would have been charged at participating pharmacy minus copay, if non-PCS pharmacy.  Mail order 30 - 90 day supply: \$12 generic, \$35 brand name on Caremark/Advance PCS PDL; \$70 brand name not on Caremark/Advance

Service	CIGNA Point of Service (POS)		CIGNA Preferred Provider Organization (PPO)		CIGNA Medical (Out-of Area)
	In-Network	Out-of-Network	In-Network	Out-of-Network	All Providers
					PCS PDL.
Prosthetic Devices	80% of negotiated rates after deductible up to \$25,000 annual maximum (combined with out-of-network)	60% of R&C after deductible (up to \$25,000 annual maximum combined with in-network)	80% of negotiated rates after deductible up to \$25,000 annual maximum (combined with out-of-network)	60% of R&C after deductible (up to \$25,000 annual maximum combined with in-network)	80% of R&C after deductible (\$25,000 annual maximum)
R & C Limits	None	Yes. Employee responsible for costs over R&C.	None	Yes. Employee responsible for costs over R&C.	Yes. Employee responsible for costs over R&C.
Second Opinion Specialist office visit (Voluntary)	100% of negotiated rates after \$30 copay with referral, no deductible; 100% for x-ray/lab billed by independent facility	60% of R&C after deductible	100% of negotiated rates after \$30 copay no deductible; 80% of negotiated rates after deductible for x-ray/lab	60% of R&C after deductible	100% of R&C less \$30 for office visit; 80% of R&C after deductible for x-ray/lab
Stop-Loss Provision (Out-of-Pocket Annual Limit)	\$1,200/\$2,400/\$3,000	\$4,800/\$9,600/\$12,000	\$1,200/\$2,400/\$3,000	\$4,800/\$9,600/\$12,000	\$1,250/\$2,500/\$3,125
Surgery, Inpatient	See Hospitalization	See Hospitalization	See Hospitalization	See Hospitalization	See Hospitalization
Surgery, Outpatient; Not in Doctor's Office	80% of negotiated rates after deductible	60% of R&C after deductible. Pre-certification required. Paid at 50% of facility fee when not certified.	80% of negotiated rates after deductible. Pre-certification required. Paid at 50% of facility fee when not certified.	60% of R&C after deductible. Pre-certification required. Paid at 50% of facility fee when not certified.	80% of R&C after deductible. Pre-certification required. Paid at 50% of facility fee when not certified.
Surgery, Outpatient; In Doctor's Office (Specialist)	100% of negotiated rates, no deductible after \$30 copay	60% of R&C after deductible	80% of negotiated rates after deductible	60% of R&C after deductible	80% of R&C after deductible
Urgent Care Centers	100% of negotiated rates after \$75 copay per visit, no deductible	100% of billed charges if true emergency, no deductible after \$75 copay; otherwise 60% of R&C after deductible	80% of negotiated rates after deductible	80% of billed charges after deductible if true emergency; otherwise 60% of R&C after deductible	80% of R&C after deductible

Service	CIGNA Point of Service (POS)		CIGNA Preferred Provider Organization (PPO)		CIGNA Medical (Out-of Area)
	In-Network	Out-of-Network	In-Network	Out-of-Network	All Providers
Vision, Eye Exams -Routine	100% after \$10 copay once per 12 months	Reimbursed at \$20 once per 12 months. No deductible.	100% after \$15 copay once per 12 months	Reimbursed at \$20 once per 12 months. No deductible.	Reimbursed at \$20 once per 12 months. No deductible.
-Non-Routine	Non-routine exams for treatment of injury or disease 100% after \$10 copay	60% of R&C after deductible for non-routine exams for treatment of injury or disease	Non-routine exams for treatment of injury or disease 100% after \$15 copay	60% of R&C after deductible for non-routine exams for treatment of injury or disease	80% of R&C after deductible for non-routine exams for treatment of injury or disease
Vision Care Items					
-Single vision lenses	\$15	\$15	\$15	\$15	\$15
-Bifocal Lenses	\$30	\$30	\$30	\$30	\$30
-Trifocal lenses	\$42	\$42	\$42	\$42	\$42
-Lenticular lens	\$54	\$54	\$54	\$54	\$54
-Contact lens (if needed following cataract surgery or if conventional lenses cannot bring the better eye to 20/70)	\$72	\$72	\$72	\$72	\$72
-Other Contact lens (no more than one pair of lenses every 12 months)	\$30	\$30	\$30	\$30	\$30
-Frames (no more than one frame every 24 months)	\$15	\$15	\$15	\$15	\$15

**Plan Provisions – Effective April 1, 2008:**

R&C=Reasonable and Customary  
 PCP=Primary Care Physician

**2008 BUILD YOUR OWN MEDICAL PLAN PROVISIONS:**

UTC Build Your Own Plan						
Service	Option 1	Option 2	Option 3	Option 4	Option 5	All Build Your Own Options
	In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network
Co-Insurance	80%/20% in-network and 60%/40% out-of-network	80%/20% in-network and 60%/40% out-of-network	80%/20% in-network and 60%/40% out-of-network	70%/30% in-network and 60%/40% out-of-network	50%/50% in-network and 50%/50% out-of-network	See each option
Ambulance Service to nearest hospital, if medically necessary	80% of negotiated rates (after deductible)	80% of negotiated rates (after deductible)	80% of negotiated rates (after deductible)	70% of negotiated rates (after deductible)	50% of negotiated rates (after deductible)	True Emergency paid as in-network - Otherwise Co-Insurance applied to R&C (after Deductible) See Option chosen to determine out-of-network Co-insurance and Deductible amount
Deductible *	\$200/\$500 (in-network) and \$1,000/\$3,000 (out-of-network)	\$500/\$1,250 (in-network) and \$2,500/ \$7,500 (out-of-network)	\$1,000/\$2,500 (in-network) and \$5,000/ \$15,000 (out-of-network)	\$1,500/\$3,750 (in-network) and \$7,500/ \$22,500 (out-of-network)	\$2,000/\$5,000 (in-network) and \$10,000/ \$30,000 (out-of-network)	See each Option
Dependents, Adding of	Within 30 days	Within 30 days	Within 30 days	Within 30 days	Within 30 days	Within 30 days

UTC Build Your Own Plan						
Service	Option 1	Option 2	Option 3	Option 4	Option 5	All Build Your Own Options
	In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network
Other Laboratory tests not in independent facility	80% of negotiated fees (after deductible)	80% of negotiated fees (after deductible)	80% of negotiated fees (after deductible)	70% of negotiated fees (after deductible)	50% of negotiated fees (after deductible)	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount
Maternity fee, Global (includes physicians charges for all subsequent pre- and post-natal office visits, and delivery in a hospital, birthing center, home or by a licensed midwife)	80% of negotiated rates after deductible. Covers birth and newborn until Mother's discharge. (\$30 copay for initial office visit only)	80% of negotiated rates after deductible. Covers birth and newborn until Mother's discharge. (\$30 copay for initial office visit only)	80% of negotiated rates after deductible. Covers birth and newborn until Mother's discharge. (\$30 copay for initial office visit only)	70% of negotiated rates after deductible. Covers birth and newborn until Mother's discharge. (\$30 copay for initial office visit only)	50% of negotiated rates after deductible. Covers birth and newborn until Mother's discharge. (\$30 copay for initial office visit only)	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount
Medical Equipment, Durable	80% of negotiated rates (after deductible)	80% of negotiated rates (after deductible)	80% of negotiated rates (after deductible)	70% of negotiated rates (after deductible)	50% of negotiated rates (after deductible)	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount
Medical Supplies, Consumable	80% of negotiated rates (after deductible)	80% of negotiated rates (after deductible)	80% of negotiated rates (after deductible)	70% of negotiated rates (after deductible)	50% of negotiated rates (after deductible)	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount

UTC Build Your Own Plan						
Service	Option 1	Option 2	Option 3	Option 4	Option 5	All Build Your Own Options
	In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network
Mental Health and Substance Abuse:	Must call ValueOptions.	Must call ValueOptions.	Must call ValueOptions.	Must call ValueOptions.	Must call ValueOptions.	Must call ValueOptions.
- Outpatient Mental Health and Substance Abuse	100% after \$10 copay for visits 1 - 10 and \$25 copay for visits 11 – 50. 50 visits per plan year for in-network and out-of-network combined.	100% after \$10 copay for visits 1 - 10 and \$25 copay for visits 11 – 50. 50 visits per plan year for in-network and out-of-network combined.	100% after \$10 copay for visits 1 - 10 and \$25 copay for visits 11 – 50. 50 visits per plan year for in-network and out-of-network combined.	100% after \$10 copay for visits 1 - 10 and \$25 copay for visits 11 – 50. 50 visits per plan year for in-network and out-of-network combined.	100% after \$10 copay for visits 1 - 10 and \$25 copay for visits 11 – 50. 50 visits per plan year for in-network and out-of-network combined.	Plan pays 50% of Value Options' program cost (50 visits per plan year (combined for network and non-network coverage)
- Inpatient Mental Health	Plan pays 80% 60 days per plan year for in network and out-of network combined	Plan pays 80% 60 days per plan year for in network and out-of network combined	Plan pays 80% 60 days per plan year for in network and out-of network combined	Plan pays 80% 60 days per plan year for in network and out-of network combined	Plan pays 80% 60 days per plan year for in network and out-of network combined	Plan pays 50% of Value Options' program cost (60 days per plan year (combined for network and non-network coverage)
- Inpatient Substance Abuse	Plan pays 80% 30 days per confinement Three inpatient rehabilitation confinements per lifetime (for in network and out-of network combined)	Plan pays 80% 30 days per confinement Three inpatient rehabilitation confinements per lifetime (for in network and out-of network combined)	Plan pays 80% 30 days per confinement Three inpatient rehabilitation confinements per lifetime (for in network and out-of network combined)	Plan pays 80% 30 days per confinement Three inpatient rehabilitation confinements per lifetime (for in network and out-of network combined)	Plan pays 80% 30 days per confinement Three inpatient rehabilitation confinements per lifetime (for in network and out-of network combined)	Plan pays 50% of Value Options' program cost 30 days per confinement Three inpatient rehabilitation confinements per lifetime (for in network and out-of network combined)





UTC Build Your Own Plan						
Service	Option 1	Option 2	Option 3	Option 4	Option 5	All Build Your Own Options
	In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network
Pregnancy, initial office visit to confirm pregnancy (see Maternity)	100% of negotiated rates, no deductible, after \$30 copay (specialist)	100% of negotiated rates, no deductible, after \$30 copay (specialist)	100% of negotiated rates, no deductible, after \$30 copay (specialist)	100% of negotiated rates, no deductible, after \$30 copay (specialist)	100% of negotiated rates, no deductible, after \$30 copay (specialist)	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount
Prosthetic Devices	80% of negotiated rates after deductible up to \$25,000 annual maximum (combined with out-of-network)	80% of negotiated rates after deductible up to \$25,000 annual maximum (combined with out-of-network)	80% of negotiated rates after deductible up to \$25,000 annual maximum (combined with out-of-network)	70% of negotiated rates after deductible up to \$25,000 annual maximum (combined with out-of-network)	50% of negotiated rates after deductible up to \$25,000 annual maximum (combined with out-of-network)	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount
R & C Limits	None	None	None	None	None	Yes. Employee responsible for costs over R&C.
Second Opinion, Specialist office visit (Voluntary)	100% of negotiated rates after \$30 copay, no deductible;	100% of negotiated rates after \$30 copay, no deductible;	100% of negotiated rates after \$30 copay, no deductible;	100% of negotiated rates after \$30 copay, no deductible;	100% of negotiated rates after \$30 copay, no deductible;	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount

UTC Build Your Own Plan						
Service	Option 1	Option 2	Option 3	Option 4	Option 5	All Build Your Own Options
	In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network
Stop-Loss Provision (Out-of-Pocket Annual Limit)	\$1,200/\$3,000 (in network) and \$4,800/\$ 12,000 (out-of-network)	\$2,000/\$4,000 (in-network) and \$8,000/ \$16,000 (out-of-network)	\$2,500/\$4,500 (in-network and \$10,000/ \$18,000 (out-of-network)	\$2,750/\$4,750 (in network) and \$11,000/ \$19,000 (out-of-network)	\$3,000/\$5,000 (in network) and \$12,000/ \$20,000 (out-of-network)	See each option
Surgery, Inpatient	See Hospitalization	See Hospitalization	See Hospitalization	See Hospitalization	See Hospitalization	See Hospitalization
Surgery, Outpatient; Not in Doctor's Office	80% of negotiated rates after deductible	80% of negotiated rates after deductible.	80% of negotiated rates after deductible	70% of negotiated rates after deductible	50% of negotiated rates after deductible	Co-insurance applied to R&C (after deductible). See Option chosen to determine out-of-network Co-insurance and Deductible amount. Certification may be required. 100% denial for medically unnecessary days and services. Covered expenses paid at 50% if not certified.
Surgery, Outpatient; In Doctor's Office (Specialist)	100% of negotiated rates, no deductible after \$30 copay	100% of negotiated rates, no deductible after \$30 copay	100% of negotiated rates, no deductible after \$30 copay	100% of negotiated rates, no deductible after \$30 copay	100% of negotiated rates, no deductible after \$30 copay	Co-insurance applied to R&C (after deductible). See Option chosen to determine Co-insurance and Deductible amount

UTC Build Your Own Plan						
Service	Option 1	Option 2	Option 3	Option 4	Option 5	All Build Your Own Options
	In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network
Urgent Care Centers	80% of negotiated rates after deductible	80% of negotiated rates after deductible	80% of negotiated rates after deductible	70% of negotiated rates after deductible	50% of negotiated rates after deductible	True Emergency paid as in-network – Otherwise Co-Insurance applied to R&C (after deductible) See Option chosen to determine out-of-network Co-insurance and Deductible amount
Vision, Eye Exams –Routine	100% after \$10 copay once per 12 months	100% after \$10 copay once per 12 months	100% after \$10 copay once per 12 months	100% after \$10 copay once per 12 months	100% after \$10 copay once per 12 months	Reimbursed at \$20 once per 12 months. No deductible.
Vision, Eye Exams –Non-Routine	Non-routine exams for treatment of injury or disease 100% after \$10 copay	Non-routine exams for treatment of injury or disease 100% after \$10 copay	Non-routine exams for treatment of injury or disease 100% after \$10 copay	Non-routine exams for treatment of injury or disease 100% after \$10 copay	Non-routine exams for treatment of injury or disease 100% after \$10 copay	60% of R&C after deductible for non-routine exams for treatment of injury or disease
Vision Care Items						
-Single vision lenses	\$15	\$15	\$15	\$15	\$15	\$15
-Bifocal Lenses	\$30	\$30	\$30	\$30	\$30	\$30
-Trifocal lenses	\$42	\$42	\$42	\$42	\$42	\$42
-Lenticular lens	\$54	\$54	\$54	\$54	\$54	\$54

UTC Build Your Own Plan						
Service	Option 1	Option 2	Option 3	Option 4	Option 5	All Build Your Own Options
	In-Network	In-Network	In-Network	In-Network	In-Network	Out-Of-Network
-Contact lens (if needed following cataract surgery or if conventional lenses cannot bring the better eye to 20/70)	\$72	\$72	\$72	\$72	\$72	\$72
-Other Contact lens (no more than one pair of lenses every 12 months)	\$30	\$30	\$30	\$30	\$30	\$30
-Frames (no more than one frame every 24 months)	\$15	\$15	\$15	\$15	\$15	\$15
	Option 1		Option 2		Option 3	
<b>Prescription Drugs (Provided by Caremark)</b>	80%/20% co-insurance Generic: subject to \$8 Min. and \$16 Max. Preferred Brand Name Drugs: Subject to \$16 Min. and \$40 Max. Non-Preferred Brand Name: Subject to \$35 Min. and \$100 Max. (Up to 34 day supply when you shop at a pharmacy)		75%/25% co-insurance Generic: subject to \$10 Min. and \$20 Max. Preferred Brand Name Drugs: Subject to \$20 Min. and \$50 Max. Non-Preferred Brand Name: Subject to \$45 Min. and \$115 Max. (Up to 34 day supply when you shop at a pharmacy)		65%/35% co-insurance Generic: subject to \$12 Min. and \$24 Max. Preferred Brand Name Drugs: Subject to \$25 Min. and \$60 Max. Non-Preferred Brand Name: Subject to \$50 Min. and \$125 Max. (Up to 34 day supply when you shop at a pharmacy)	
	Mail order up to 90 day supply: \$15 Generic, \$40 Preferred Brand Name Drugs; \$90 Non-Preferred Brand Name Drugs		Mail order up to 90 day supply: \$20 Generic, \$55 Preferred Brand Name Drugs; \$125 Non-Preferred Brand Name Drugs		Mail order up to 90 day supply: \$24 Generic, \$65 Preferred Brand Name Drugs; \$140 Non-Preferred Brand Name Drugs	

**High Deductible Health Plan (HDHP) with  
Health Savings Account (HSA)**

<b>Design</b>		<b>Proposed HDHP Option</b>
Deductible (1)	Individual	\$1,500
	Family (1)	\$3,000
Coinsurance & Copays	Preventive	100%
	Office Visit	80%
	Other	80%
	Rx	80%
Out-of-Pocket Maximum (2)	Individual	\$1,500
	Family	\$3,000
HSA Contribution Limits (3)	Individual	\$2,900
	Family	\$5,800

(1) Family deductible must be met for any member in a family to satisfy deductible requirement.

(2) Out-of-pocket excludes deductible.

(3) Stated limits are for 2008. The Company will follow the limits established by the IRS on an annual basis.

**High Deductible Health Plan Weekly Contributions**

	Effective 1/5/2009	Effective 1/4/2010
Employee Only	\$0.00	\$0.00
Employee plus Spouse	\$4.00	\$4.60
Employee plus Child(ren)	\$3.00	\$3.50
Employee plus Family	\$7.00	\$8.10

If you are enrolled in the High Deductible Health Plan, you are eligible to open a Health Savings Account (HSA). Deductions from your paycheck will be made pre-tax up to the HSA Contribution Limits designated by the IRS. The funds in the HSA may be used in current or future years for medical expenses tax free.

Administrative Items -- Effective December 3, 2007:

COBRA	Continue health, dental and health care reimbursement account after termination as provided under COBRA.
Medical and Dental Dependent Eligibility	Spouse and unmarried dependent children to age 19 (to age 23 if full-time student); and totally disabled dependent children who meet eligibility requirements.
Dental Coverage	Continue services for accidental injury to sound, natural teeth, temporomandibular joint disorder, routine and complex oral surgery. Complex oral surgery may require use of medical plan and adherence to plan procedures, either in-network or out-of-network. Hospitalization, if required, is covered under the medical plan.
Coordination of Benefits	Maintenance of benefits for medical plan benefits. No coordination of managed care fees or HMO fees or benefits. No coordination for prescription drugs. Continue dental coordination so that the dental plan will pay only the difference, if any, between the benefit from a spouse's plan and the employee's normal dental plan payment.
Medical Plan Maximum	\$1,500,000 lifetime maximum for in-network covered services under Managed Care Plans and Medical Plan less out-of-network. \$1,000,000 lifetime maximum for out-of-network plans less in-network. Effective April 1, 2008, there will be a one-time reset of the lifetime maximum to zero (\$0.00) dollars. The reset will be for covered employees and dependents.

Dental Contributions – Effective December 3, 2007:

Employee Only	Employee + One	Employee + Child(ren)	Employee + Family
\$2.00	\$4.36	\$4.73	\$7.09

Dental Contributions – Effective April 7, 2008:

	Effective 4/7/2008	Effective 1/5/2009	Effective 1/4/2010
Employee Only	\$2.26	\$2.52	\$2.77
Employee plus Spouse	\$4.93	\$5.49	\$6.06
Employee plus Child(ren)	\$5.40	\$6.08	\$6.75
Employee plus Family	\$8.07	\$9.05	\$10.04

Dental Plan Schedule – Effective April 1, 2008:

Class I Schedule	100% of reasonable and customary charges.
Class II Schedule	80% reimbursement level, not to exceed an actual 25% increase in schedule.
Class III Schedule	50% reimbursement level, not to exceed an actual 25% increase in schedule.
Class IV Schedule	100% of reasonable and customary charges. \$1,500 lifetime maximum.

This benefit summary is intended to provide an easy-to-understand benefits guide. If any conflict arises between this summary and the official plan documents, the official plan documents will always govern. Employees do not gain any new rights because of a misstatement in or omission from these summaries.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 8**  
**Pension Plan**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning amendments to be made to the Pension Plan referred to in Article 21.

Effective January 1, 2008,

(a) The monthly retirement benefits are increased as follows:

<u>Final Average Earnings</u>	<u>Monthly Pension Per Year of Credited Service</u>
Under \$30,000	29.00
\$30,000 to \$30,999	30.00
\$31,000 to \$31,999	31.00
\$32,000 to \$32,999	32.00
\$33,000 to \$33,999	33.00
\$34,000 to \$34,999	34.00
\$35,000 to \$35,999	35.00
\$36,000 to \$36,999	36.00
\$37,000 to \$37,999	37.00
\$38,000 to \$38,999	38.00
\$39,000 to \$39,999	39.00
\$40,000 to \$40,999	40.00
\$41,000 to \$41,999	41.00
\$42,000 to \$42,999	42.00
\$43,000 to \$43,999	43.00
\$44,000 to \$44,999	44.00
\$45,000 to \$45,999	45.00
\$46,000 to \$46,999	46.00
\$47,000 to \$47,999	47.00

\$48,000 to \$48,999	48.00
\$49,000 to \$49,999	49.00
\$50,000 to \$50,999	50.00
\$51,000 to \$51,999	51.00
\$52,000 to \$52,999	52.00
\$53,000 to \$53,999	53.00
\$54,000 to \$54,999	54.00
\$55,000 to \$55,999	55.00
\$56,000 to \$56,999	56.00
\$57,000 to \$57,999	57.00
\$58,000 and over	58.00

- (b) The eligibility requirements for a disability pension are continued with at least five (5) years of continuous service. In addition, the other two requirements of becoming permanently and totally disabled and receiving social security disability benefits remain. The method of calculation and payment of the benefit remain the same as in the current retirement plan.
- (c) If a vested employee retires or otherwise terminates employment after becoming age 50, but before age 55, and his/her age and service total 65, they are eligible to receive a pension as early as age 55 as though they had retired at age 55 which entitles them to the .2% per month reduction in pension benefit for every month of retirement prior to age 62 rather than the 5% per year reduction for every year of retirement prior to the normal retirement age of 65 which applies under the current pension plan.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 9**  
**Savings Plan**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning amendments to be made to the Savings Plan referred to in Article 22.

Effective December 3, 2007:

Continue Savings Plan provisions as follows:

- a) Employees may elect to put all or part (in whole dollar amounts) of their contributions into the plan on a before-tax basis in accordance with Section 401(k) of the Internal Revenue Code.
- b) Employees may transfer their savings plan account balances only out of the UTC Represented Employee Savings Plan (and only if they do not participate in the Individual Medical Account - IMA) into the salary savings plan if they are transferred out of the bargaining unit (because salary match is an ESOP).
- c) Employees may continue to invest money in the funds available under the UTC Represented Employee Savings Plan.
- d) Employees may transact plan transfers of part or all of their account values, in one percent (1%) increments (with a \$250 minimum), from one investment fund to another in accordance with the plan design. Contributions into accounts (funds) may be directed in one percent (1%) increments.
- e) Account balances can be paid in monthly, quarterly or annual installments which will be paid over a period of two (2) to twenty (20) years after retirement. Once installments start, the amount of each payment is determined by the size of the account balance divided by the number of

annual installments remaining to be paid. Subject to the following limitations:

<u>Age of Member</u>	<u>Maximum Number of Installment Payments</u>
55-65	20
66	19
67	18
68	17
69	16
70	16
71	15
72	14

- f) Eligible Rule of 65 participants and retirees may leave balances in the UTC Represented Employee Savings Plan and take partial withdrawals. These partial withdrawals can occur in conjunction with installment payments.
- g) Former employees and retirees, may leave account balances over \$5,000 in the plan until April 1 following the calendar year in which they reach age 70-1/2 at which time payments must start.
- h) Active savings plan members may transfer the taxable portion of their distribution from a qualified savings plan of a former employer into the UTC Represented Employee Savings Plan provided that a lump sum distribution is the normal form of distribution under such other plan.
- i) The UTC Represented Employee Savings Plan loan feature will continue. Employees may borrow up to 50% of their savings plan balance if they have been a plan participant for two (2) years and have a savings plan balance of at least \$2,000. The minimum amount which can be borrowed is \$1,000 and the maximum loan amount is \$50,000. Loans involve no tax penalty or suspension of savings, as long as it is paid back. Payment is by payroll deduction or direct payment if payroll deduction is not possible. The loan period is 1, 2, 3, 4, or 5 years with monthly increments. Full or partial prepayment can be made at any time. The interest paid on the loan is the prime rate as published in the *Wall Street Journal* plus one percent (1%) fixed for the term of the loan. All payments, including interest, go into the employee's account. A loan processing fee will be charged. Employees may have only one loan open at a time.
- j) Employees will have the ability to use the touchtone telephone information system. The system requires every employee to select a confidential personal identification number (PIN). The use of this PIN and social security number

(SSN) will allow employees to obtain savings plan account balances, current investment fund balances and fund performance, amounts available for withdrawal, general plan information and to process savings plan loans, inter fund transfers, and payroll deduction amounts.

Effective January 1, 2008:

- a) The maximum employee matched contribution shall be increased to \$60 per week.
- b) Employees may contribute \$1-\$175 per week, unmatched, to the Savings Plan in addition to their matched contribution.
- c) Former employees and retirees, may leave account balances over \$5,000 in the plan until April 1 following the calendar year in which they reach age 70-1/2 at which time payments must start.

Effective January 5, 2009:

- a) The maximum employee matched contribution shall be increased to \$62 per week.
- b) Employees may contribute \$1-\$175 per week, unmatched, to the Savings Plan in addition to their matched contribution.

Effective January 4, 2010:

- a) The maximum employee matched contribution shall be increased to \$64 per week.
- b) Employees may contribute \$1-\$175 per week, unmatched, to the Savings Plan in addition to their matched contribution.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 10**  
**Individual Medical Account**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning the Individual Medical Account.

Effective December 3, 2007:

- a) Continue the Individual Medical Account for the accumulation of funds to help offset medical costs for retirees.
- b) Contributions remain from \$1 to \$6 per week, in whole dollar amounts, which will be matched by the Company at 75%.
- c) Employees in the following age categories may contribute additional amounts, each week and matched at 75%, as indicated below.

<u>Age Category</u>	<u>Additional Matched Contribution Per Week through January 6, 2008</u>
50 - 54	\$1 - \$3
55 - 59	\$1 - \$4
60+	\$1 - \$5

- d) Employees may put part (in whole dollar amounts) or all of their contributions into the account on a before-tax basis in accordance with Section 401(k) of the Internal Revenue Code.
- e) All contributions will be invested in the Income Fund.
- f) No in-service withdrawals are permitted.

- g) No loans are permitted.
- h) Employees are immediately vested in Company contributions if currently vested in the Savings Plan, or when they become vested in the Savings Plan, but in no more than two (2) years from start of their participation in the Individual Medical Account.
- i) Upon termination prior to retirement, employees may leave their funds in the Individual Medical Account if the combined total of Savings Plan and IMA funds is at least \$5,000.
- j) Employees who are suspended from the Employee Savings Plan will not be suspended from the Individual Medical Account.
- k) The payout is limited to a two (2) to twenty (20) year payment plan similar to the same option in the Savings Plan; except if the account balance at retirement is less than \$5,000, a lump sum payment must be taken.

Effective January 7, 2008:

- a) Contributions increase from \$1 to \$8 per week, in whole dollar amounts, which will be matched by the Company at 75%.
- b) Employees in the following age categories may contribute additional amounts, each week and matched at 75%, as indicated below.

<u>Age Category</u>	<u>Additional Matched Contribution Per Week</u>
50 - 54	\$1 - \$4
55 - 59	\$1 - \$5
60+	\$1 - \$6

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 11**  
**Ratification Bonus**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This letter will confirm the understanding and agreement between the Company and the Union concerning the payment of a \$3,000 ratification bonus.

Following the ratification of this Agreement, employees who are both on the payroll of the Company and covered by this Agreement as of December 3, 2007, shall receive a \$3,000 cash bonus. No other employee or former employee shall be eligible for this bonus. The cash bonus will be paid under the following guidelines:

1. Employees will be given the opportunity to place some or all of this bonus in the Savings Plan.
2. Employees must elect in writing to put some, or all, of their bonus, in \$250 increments, into the Savings Plan no later than December 12, 2007.
3. The Company will match at 50% any of the ratification bonus placed in the Savings Plan.
4. Employees who do not make such election will be paid a ratification bonus of \$3,000 (Gross) no later than December 20, 2007.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 12**  
**Technological Changes**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning technological changes.

It is understood and agreed by the parties that technological changes will help the Company be more competitive in the marketplace, thereby providing enhanced job security. Therefore, the parties will cooperate to minimize the effect that these changes will have on employees.

There will be a joint Union/Management Committee established within the first quarter of the signing of this Agreement. The committee will be comprised of four (4) representatives from the Union plus the Directing Business Representative and/or his or her designee and four (4) representatives from the Company plus the Vice President, Human Resources, and/or his or her designee to study the problems arising from technological changes in relation to its effect on employees in the bargaining unit. The joint committee will meet on a quarterly basis.

The Company will meet and discuss with the Union any major technological changes that will be introduced in any plant at least one (1) month prior to instituting technological changes with the intent of minimizing the impact on the bargaining unit. The Union and its representatives will protect the confidentiality of any Company sensitive and proprietary information that might be disclosed in such briefings. In the unforeseeable event that the introduction of new technology will result in the Company's intention to close a plant or eliminate a business unit, the terms of Article 27 will apply, including non-arbitrability.

If as a result of technological changes training is required, the Company will provide the training it determines to be necessary to the affected employees on Company time in accordance with the Joint Company-Union Training Agreement referenced in Letter 14 of this Agreement.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 13**  
**Shop Steward and Shop Committee Excess Billing**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning the payment of Shop Steward and Shop Committeepersons union time.

In accordance with Article 7, Section 10, of the Agreement, time spent by Shop Stewards and Shop Committeepersons in the grievance procedure which exceeds the amount of paid time allowed in Article 7 Section 9 (a - d) is billed to the appropriate Local Lodge on a monthly basis.

By the first quarter of 2008, the parties agree that the total paid time available for assigned Shop Stewards and Shop Committeepersons as set forth in Article 7 Section 9 (a - d) will be calculated on a monthly basis for each Local Lodge. The Company will then calculate all Shop Steward and Shop Committee time, by Local Lodge, on a monthly basis. If the time actually spent by all assigned Shop Stewards and Shop Committeepersons of that Local Lodge in any month exceeds the amount of available paid time as calculated on a monthly basis, the excess time will be billed to that Local Lodge on a monthly basis.

Shop Steward and Shop Committee time that is not used by a Local Lodge can not be rolled over into the next month or transferred to another Local Lodge.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 14**  
**Technical Training**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning the necessity of providing job-based training to bargaining unit employees.

The Company and the Union both recognize that a trained workforce is the most important ingredient to any successful business and that our future depends on being able to deliver technical skills to our current and future workforce.

The Company will continue its commitment to develop a highly trained workforce. Job-based training will be assigned to bargaining unit employees consistent with the individual development needs of the employee in support of business needs.

Module/Part/Repair Center Management will determine training needs, make training assignments in conjunction with the Company/Union Training Coordinators to meet organizational skill requirements, and maintain all other contractual requirements. Each Module/Part/Repair Center will be responsible for providing all necessary resources to execute their training programs, including budgetary resources.

Each Module/Part/Repair Center will run their training program to the prescribed set of metrics and operating guidelines set forth in Appendix H. The Joint Company-Union Training Agreement, which was made an amendment to this Agreement as Appendix H, will be modified by the parties to establish common operating guidelines so procedural requirements can be maintained.

The Company intends to assign training on the basis of seniority, except where it is not practicable to do so: for example, where (1) an employee, with the approval of management, requests not to take the training; (2) an employee is absent due to

illness; (3) physical or other restrictions, which prohibit an employee from engaging in the training; or (4) critical production requirements.

The parties agree to continue the role of the Union Training Coordinator, paid for by the Company. While the Module/Part/Repair Center Management is responsible for providing resources to deliver training to support their organization, they will utilize the services of both Company/Union Training Coordinators. These services will include, but not be limited to:

- Development of training materials
- Arrange for the delivery of training
- Identify vendors to provide services
- Manage training data
- Report training updates to Management and Union

Each Local Lodge President may select a Local Lodge Training Representative (LLTR) who will coordinate training activities for the Local Lodge. Each Local Lodge Training Representative will be paid at his or her base hourly rate plus cost-of-living allowance and shift premium, if any, for up to four (4) hours per week to conduct their assigned duties.

The Employee Training Center (ETC) responsibilities will continue to include, but not be limited to:

- Administrative support
- Development and organization of training materials
- Program training
- System requirements and apprenticeships
- Classroom, shop and computer facilities

The Parties agree to establish an Hourly Technical Training Planning Committee. This Committee will convene as part of a regularly scheduled monthly meeting, whereby the parties will be able to monitor progress against training goals and objectives and address areas of mutual concern regarding technical training. Beginning with this contract the General Manager for any Module/Part/Repair Center that fails to achieve the agreed-upon metrics as described in Appendix H for three consecutive months shall report at the next regularly scheduled Executive Steering Committee.

Committee members for the Company will include the General Manager (or designee) of the Module/Part/Repair Center, the area IR Manager, the Company Training Coordinator for the Module/Part/Repair Center, and the Employee Training Center Manager. Members for the Union will include the Local Lodge

President (or designee), as well as additional members (maximum 3) to be appointed by the Local Lodge President.

The parties agree to establish a full-time position of Union Apprenticeship Coordinator, to be filled by the Directing Business Representative of District 26 or his or her designee, subject to approval by the Company. The employee may be selected from any one of the Local Lodges covered by this Agreement or from the staff of District 26. The selected employee will serve as the bargaining unit coordinator of apprenticeships, certificate programs and school to work programs. Other duties may be assigned with the mutual agreement of the Company and Union and will be paid at his or her regular base hourly rate plus cost-of-living and shift premium if any. In case of any performance deficiencies, the matter will be reviewed by the Director, Human Resources and Directing Business Representative of District 26 or his or her designee. If the problem cannot be resolved and if necessary, the employee will be returned to his or her bargaining unit position.

Issues of significant magnitude associated with the training process will be brought to the attention of the Executive Steering Committee as described in Letter 21. The Union may, at its option, withdraw from the Training Plan in its entirety after a ninety-day notice in writing to the Company.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 15**  
**Non-Discrimination and Equal Employment Opportunity**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union regarding non-discrimination and equal employment opportunity.

The Company and the Union recognize that a harmonious and productive workplace is enhanced through policies and practices which encourage non-discrimination and equal employment opportunity.

In order to advance this goal, the Manager, Equal Employment Opportunity Programs and the appropriate Manager, Human Resources, will meet with the applicable Local Lodge President and the Chairperson of the Union Human Rights Committee to discuss equal employment opportunity and affirmative action issues of mutual concern. The Company commits that such meetings will be scheduled at the request of either party.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 16**  
**Selection of Employees for Covered Work**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning the selection of employees for covered work.

If it becomes necessary to place some, but not all, of the employees, in a specific area into the covered work pool, the company will survey the qualified employees in the area for volunteers. Those who volunteer will be placed into the covered work pool prior to assigning the least senior qualified individuals.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 17**  
**Reallocation of Employees**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning the interpretation and application of Article 8, Sections 4(c) and 10 as they pertain to the reallocation of employees in the presence or absence of a layoff.

The parties agree that seniority shall be the governing factor for the purpose of selecting for a preferred shift. For the purpose of surveys, a preferred shift is the first shift or the third shift; there is no obligation on the part of the Company to survey an employee for preference for the second shift, however, any employee desiring placement on the second shift may make this fact known to the Company and such a request will not be unreasonably denied.

In addition, and for surplus to need situations only, it is agreed that whenever an employee is required to change his or her shift, either in the business unit where he or she resides or in the business unit to where he or she will be transferred, he or she shall be entitled to displace a less senior employee in his or her code who resides on a shift preferred by the displaced employee.

- (a) Whenever the Company determines that in a business unit a surplus exists on a given shift and it intends to reallocate within the business unit, then:
- (1) The Company shall determine the number of employees surplus and the shift or shifts to which it intends to transfer those positions. Employees who are declared surplus shall be the least senior employees on the shift in the job code.
  - (2) If any of the openings in (1) above are intended for the first or third shift, the Company will survey by seniority on the off shifts for preference to fill such openings.

- (3) Once preferred shift openings are filled, the Company will then move the remaining surplus employees to the shift where the need remains and such employees may opt to displace other less senior employees under the shift bumping provision outlined above.
- (b) In the event that it becomes necessary to adjust employees between business units within a seniority area, then:
- (1) The Company shall determine the business units and job codes where such surplus and need situations exist. Employees declared surplus shall be the least senior in the job code, without regard to shift. In readjustments of 100 employees or less, prior to forcing a less senior employee to move, the Company shall first survey more senior employees in the affected job codes for placement preference.
  - (2) Survey for shift preference in the "need" business unit as outlined in (a) (2) above.
  - (3) Transfer surplus employees to where the need now exists, again with shift bumping an option for employees who meet the requirements for this option.
  - (4) In the event that there is more than one (1) "need" business unit, the determination of which business unit an employee is transferred to will be left to the discretion of the Company.
- (c) In the event there is a "need" situation in one seniority area, which could be filled by a "surplus" situation in a second seniority area, the following process will be followed in an attempt to use volunteers to resolve both situations in the most efficient manner possible:
- (1) The business unit with the "need" will define the "need" in terms of job code(s) and occupational group(s) and the number of openings.
  - (2) The business unit with the "surplus" will define the "surplus" in terms of job code(s) and occupational group(s) and the number of surplus positions.
  - (3) The business unit with the "surplus" will first survey more senior employees in the affected job codes, within the affected business unit for placement preference.
  - (4) Employees who volunteer as a result of the survey and are transferred to the openings in the other business unit beginning with the most senior

volunteer, may be required to take a demotion. If that is the case, their hourly rate of pay will be reduced in accordance to Article 8, Section 4(b).

If there were an insufficient number of volunteers to fill the openings, the business with the surplus would then readjust the least senior employee(s) in the seniority area in which the business unit with the surplus resides.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 18**  
**Review of Occupational Group 240**  
**Combustors, Augmentors & Nozzles Module Center**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning a review of Occupational Group 240 in the Combustors, Augmentors & Nozzles (CAN) Module Center.

It is agreed that, during the first quarter of 2008, the parties will establish a joint committee for the expressed purpose of reviewing the application of Occupational Group 240 within the CAN Module Center in accordance with Article 9, Section 4(a) of the Agreement.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 19**  
**Martin Luther King Jr. Day and Veterans Day**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This will confirm the understanding and agreement between the Company and the Union concerning absence on Martin Luther King Jr. Day and Veterans Day.

In the event an employee decides not to work on Martin Luther King Jr. Day and/or Veterans Day, this decision shall not disqualify him or her from incentive vacation and shall not be considered an absence for purposes of assessing the employee's overall attendance record.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 20**  
**F-135 (Joint Strike Fighter) / JSTARS / Boeing 767 Tanker Engines**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning the placement of work associated with the final assembly and testing of the F-135 engine for the JSF, and the engines for the JSTARS program and Boeing 767 Tanker program within facilities identified in Article 2 of this Agreement.

Letter 22 of this Agreement provides certain protections for work presently and normally manufactured by employees covered by Article 2 of this Agreement. It does not address the issue of whether or not new work will be placed in the bargaining unit. Those decisions are made on the basis of a business judgment supported by data concerning productivity and efficiency.

The Company agrees to place, within the bargaining unit, at its Middletown facility, the new production work associated with the final assembly and testing of the F-135 engine for the United States Military.

In addition, if the Company is successful in obtaining contracts with the relevant customers that include final assembly and test of the engines, the Company agrees to place, within the bargaining unit, at its Middletown facility, the new production work associated with the final assembly and testing of the JSTARS and the Boeing 767 Tanker engines.

As the Company and the Union move forward, new, ambitious, but attainable goals for improvements in cost, schedule, quality and delivery will be set. Achievement of those goals will be the clearest evidence supporting the attraction and retention of new work for Connecticut.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 21**  
**Executive Steering Committee**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning the Executive Steering Committee.

The parties agree to continue the Executive Steering Committee to communicate with each other concerning the issues of job security, productivity, workforce flexibility, training and cost reduction. The Executive Steering Committee will meet not less frequently than once per month.

The Union members of the Executive Steering Committee shall be the Directing Business Representative or his or her designee, the Assistant Directing Business Representative of District 26 or his or her designee and the Presidents of Local Lodges 700, 1746 and 1746A. The Company members of the Executive Steering Committee shall be Pratt & Whitney's Senior Vice President, Module Centers & Operations, the Senior Vice President and General Manager, Global Service Partners, and the Vice President, Industrial Relations.

The Executive Steering Committee shall have access to information concerning financial results, partnership and offset agreements, part manufacture authorizations, scheduling, staffing plans affecting the bargaining unit and other such information, as mutually deemed relevant by-the parties. The Union members of the committee agree to keep the above information confidential and if the Company has reasonable cause to determine a breach of confidentiality has occurred, access to such information may be withdrawn.

The Executive Steering Committee shall meet on a monthly basis to review issues related to job security, productivity, cost reduction, workforce flexibility and training. The Committee shall be responsible for overseeing joint efforts in all areas

and may create other committees with management and Union representatives to develop and implement programs to achieve the above objectives.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 22**  
**Workplace Guarantees and Subcontracting**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning workplace guarantees and subcontracting. This letter and Letter 22A supersede and replace all previous agreements on this subject, including the Memorandum of Agreement dated February 15, 2001. The parties agree that the division of this Letter 22 into separate sections is for ease of reference only. No substantive change to Letter 22 is intended by such division or by the labeling of the sections.

Section 1. Workplace Guarantees:

The Company agrees during the life of this Agreement that it will continue to employ bargaining unit members at its facilities in East Hartford, Middletown, and Cheshire.

Section 2. Subcontracting and Transfer of Production Work

(A) Except under the circumstances described in Section 3 hereof, the Company will make every reasonable effort to preserve the work presently and normally manufactured by employees covered by Article 2 of this Agreement. Therefore, it is not the intent of the Company to use subcontractors for the purpose of reducing or transferring work that is presently and normally manufactured by employees in the bargaining unit nor to place such work in Maine or Georgia, except in those circumstances.

(B) The following definitions apply to the interpretation and administration of this Section 2:

- (1) "Work" means activities directly related to the manufacture, assembly, test, repair, over haul, development or inspection of aircraft engines

and parts. It does not include activities performed by indirect bargaining unit employees, which are covered under Section 3 of this letter.

(2) (a) “presently and normally manufactured,” when applied to original equipment aircraft engines or parts (whether experimental or production), refers to machine operations, assembly, test and similar activities associated with specific products (commonly identified by part numbers) and/or operations for which a sourcing decision has been made by the Company that placed those products and/or operations (or a certain volume thereof) in the Company’s Connecticut facilities prior to the effective date of this Agreement;

(b) “presently and normally manufactured,” when applied to aftermarket services, refers generally to aircraft engine overhauls and repairs of airfoils, combustors, cases, stators and rotating parts, without regard to specific engine models nor specific parts.

(3) “to preserve” means to refrain from transferring out of the bargaining unit work presently and normally manufactured by employees covered by Article 2. To transfer work out of the bargaining unit means discontinuing work presently and normally manufactured within the facilities identified in Article 2 where that discontinuance is coupled with the assignment by the Company of the same work to a facility not identified in Article 2 (including subcontracting the same work to another employer) if such assignment of work is not simply a change in the work mix and as a result causes a layoff of bargaining unit employees in conjunction with that assignment of work.

(4) “every reasonable effort” means pursuing actively and in good faith the goal of preserving the work presently and normally manufactured by employees covered by Article 2, while giving reasonable consideration to the Company’s own interests, including the profitability of its operations. The Company will assign extra value in its decision-making to choices that preserve such work in the bargaining unit. As part of any “meet and confer” process undertaken pursuant to Article 27, the Company will describe the efforts made to comply with this Letter and will provide the Union the opportunity to propose other reasonable efforts, including modifications to the collective bargaining agreement, which the Company will consider in good faith. In no event will “every reasonable effort” require the Company to make a capital investment, increase the size of the workforce, or require lower profits.

### (C) Exceptions

The Company is not required to comply with Section 2(A) when:

(1) Vendor assistance is required to meet schedule demands. Thirty (30) days, or as soon as practicable, prior to any involuntary reduction in the workforce covered by this Agreement, the Company will meet with the Union and will review the work of the affected facility currently on vendor assistance to discuss the opportunity to return that work to the facility.

(2) A particular skill and/or specialized equipment is required and not available within the Company. The Company will also fully explore the availability of the particular skills and/or specialized equipment in other facilities before this decision is made.

(3) The work is placed outside Pratt & Whitney as a result of partnership agreements, offsets, PMA requirements or joint ventures.

(4) A product center or similar organization fails to meet Company established productivity and cost reduction goals for two (2) consecutive calendar quarters. Failure to meet a quarterly productivity or cost reduction goal shall substitute for the notice provided for in Article 27. Within 90 days of the signing of the prior Agreement, the parties formed a joint committee to review productivity measures, goals and implementation plans. It is agreed the productivity goals were monitored for a six month period before full implementation. During that period, the parties had an opportunity to review and modify the measurements. Any future changes to the resulting measurements will follow a similar procedure.

### Section 3. Subcontracting and Transfer of Non-Production (Indirect) Work

(A) Both the Company and the Union acknowledge a substantial portion of non-production (indirect) work, including, but not limited to, Facilities & Services, Machine Tool Services, Tool Die & Gage, and Materials work, has been and will continue to be performed by subcontractors. However, except under the circumstances described in subsection (C) of this Section 3, the Company will make every reasonable effort to preserve the work presently and normally performed by employees covered by Article 2 of this Agreement who are engaged in non-production (indirect) work. Therefore, it is not the intent of the Company to use subcontractors for the purpose of reducing or transferring work that is presently and normally performed by indirect bargaining unit employees, except in those circumstances.

(B) The terms “to preserve” and “every reasonable effort” as used in this Section 3 are to be interpreted as they are defined in Section 2(B)3 and 2(B)4, respectively, substituting “presently and normally performed” for “presently and normally manufactured.”

(C) Exceptions:

The Company is not required to comply with Section 3(A) when:

- (1) Subcontracting assistance is required to meet schedule demands.
- (2) A particular skill and/or specialized equipment is required and not available within the Company. The Company will also fully explore the availability of the particular skills and/or specialized equipment in other facilities before this decision is made.
- (3) Non-production work is reduced, transferred, subcontracted or eliminated as the result of the elimination or transfer of production work that is covered by Section 2.
- (4) Non-production work is reduced, transferred, subcontracted or eliminated as a direct result of the introduction of new technology.

In the case of the application of any of the foregoing exceptions, the provisions of Article 27 will continue to apply, according to its terms.

(D) A joint committee consisting of the Directing Business Representative of District 26 or his/her designee, the Presidents of each Local Lodge and the Vice President, Industrial Relations or his/her designee, an equal number of other Company representatives and other mutually agreed upon individuals will begin meeting during the first quarter of 2008 to study the means and implement a process that will allow the Union to bid on Plant Engineering work that the Company intends to subcontract or transfer. It is the goal of this committee to have a process in place by the end of the third quarter in 2008.

#### Section 4. Additional Severance

In the event an employee is laid off as a direct result of work placed outside Pratt & Whitney to satisfy partnership agreements, offset, PMA requirements and/or joint ventures, the employee will receive the following benefits: contractual severance pay, a \$5,000 lump sum payment and six (6) months of medical and dental insurance coverage for the employee and his or her dependents (one year coverage if the employee is retirement eligible); however, the insurance coverage shall not be additive.

## Section 5. Product Center Joint Committees

(A) The parties agree that a four member joint committee will be established for each product center or similar organization. The membership of this joint committee will consist of the Product Center General Manager, the Manager, Human Resources, a Business Representative, and the President of the applicable Local Lodge or their designee. The committee will meet on a monthly basis (subject to mutual agreement to cancel) to review any issues arising out of the above, in addition to productivity, training and cost reduction.

(B) Prior to each such meeting, the Company will provide the Union a list of all covered work being subcontracted pursuant to the “vendor assistance” exception. This list will specify the part and part number, the date the part was sent out to the vendor, the reason the part was sent out to the vendor, the work being done on the part by the vendor and the date the part is scheduled to return to the Product Center. At the meeting, the Company will be prepared to review and discuss all information provided to the Union.

(C) To facilitate the Product Center review meetings, the parties agree to the following guidelines for discussing temporary vendor assistance:

(1) If parts are to be subcontracted for a period longer than ninety (90) days, the Company will advise the Union at a meeting of the Product Center joint committee and will explain the reasons therefore and the expected duration. Where business conditions permit, the Company will provide the Union this notice prior to subcontracting.

(2) The parties recognize that where a part or parts are subcontracted for more than ninety (90) days, there may be disagreements about whether or not such subcontracting should come within the “vendor assistance” exception. However, the parties further recognize from experience that it is in their mutual interest to resolve such disagreements through the joint committee process and will continue to do so.

(D) At these meetings, the Company will also discuss with the Union any plans to off load existing work as the result of any partnership agreements, offsets, PMA requirements or joint ventures.

## Section 6. Structure of the Business

Nothing in this Letter shall require the Company to increase its manufacturing, overhaul or repair capacity in Connecticut nor limit the right of the Company to

change the business structure of its operations, including, without limitation, the sale or purchase of assets, mergers, joint ventures, partnerships and the like.

#### Section 7. Dispute Resolution

Any disputes concerning workplace guarantees and subcontracting are not subject to the grievance procedure including arbitration. If a difference arises over the issues of subcontracting/workplace guarantees, productivity, training or cost reduction, it will be referred to and discussed by the Executive Steering Committee at their next regularly scheduled meeting.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 22A**  
**Supplement to Letter 22**  
**New Work**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning certain issues relating to the placement of “new work” within facilities identified in Article 2 of this Agreement.

1. Letter 22 of this Agreement provides certain protections for work presently and normally manufactured by employees covered by Article 2 of this Agreement (hereinafter “Letter 22 work”). Those protections do not apply to any work not presently manufactured by employees covered by Article 2. Thus, they do not apply to work which, during the term of this Agreement, may be placed for the first time within facilities identified in Article 2 of this Agreement (hereinafter “new work”).

2. In order to encourage the placement and retention of higher value, more modern work in the Company’s Connecticut facilities, the parties agree that for any “new work” which is placed in the Company’s Connecticut facilities during the term of this Agreement, said new work will be deemed “presently and normally manufactured” within the meaning of Section 2(A) of Letter 22 under the following circumstances: after “new work” has been placed in the Company’s Connecticut facilities, the Company will be free to transfer out of those facilities a like amount (measured in standard hours of work) of “Letter 22 work” without complying with Article 27 or Letter 22 of this Agreement and, upon doing so, the “new work” will be deemed “presently and normally manufactured” within the meaning of Section 2(A) of Letter 22 on a pro rata basis.

### 3. Dispute Resolution

Any disputes arising under this Letter of Agreement are not subject to the grievance procedure including arbitration. If a difference arises over an issue arising under this Letter of Agreement, it will be referred to and discussed by the Executive Steering Committee at its next regularly scheduled meeting.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 23**  
**Joint Apprenticeship Program**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement reached between the Company and the Union concerning the operation of a joint apprenticeship program.

The Company and the Union agree apprenticeship programs are an important ingredient in a trained workforce. One such new program was created and implemented in 2005 and is scheduled to be completed in December 2008. One new apprenticeship program will be implemented during 2008 and will include a class of at least ten (10) employees. Specific details concerning the new apprenticeship program will be presented to the Executive Steering Committee no later than March 1, 2008. The parties also agree to explore the feasibility of certificate programs and school to work programs.

The parties agree that the Company will fund these particular programs.

Issues of significant magnitude associated with the joint apprenticeship will be brought to the attention of the Executive Steering Committee.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 24**  
**Connecticut Workshare Program**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning the Connecticut Workshare Program.

The Company and Union recognize that in some instances the Connecticut Workshare Program offers an alternative method to resolving surplus situations of a temporary nature. Therefore, the Company agrees to discuss with the Union the possibility of utilizing the Connecticut Workshare Program in those instances involving temporary surplus situations, which may also be addressed by implementation of the temporary layoff procedure, under Article 8, Section 9 of the Agreement.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 25**  
**Administration of Hourly Benefits**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning the assignment of an administrator for hourly benefit issues.

The Company agrees it will designate an administrator who will be assigned responsibility for the investigation and resolution of hourly benefit questions raised by the bargaining unit employees throughout ConnOps. This individual will be assigned to the staff of the Vice President, Human Resources and will work with members of the District 26 staff to resolve such employee benefit issues which may occur over the life of the Agreement.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 26**  
**Joint Health Care Committee**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning a joint committee on health care issues.

The Company and Union share a mutual concern about the ever-rising cost of quality health care for employees and their families, and the increasing burden that this cost puts both on employees and the Company.

Therefore, the parties agree to establish a joint committee on health care cost and quality within the first quarter of 2008.

The committee will consist of the senior benefits manager from the Company or his/her designee, the Union benefit appointee, an IAM representative, as designated by the Eastern Territory Vice President, an IAM District 26 benefit appointee, who shall jointly chair the committee, and benefit appointees from Local Lodge 700, 1746, and 1746-A, as determined by each Local Lodge President, along with an equal number of representatives from the Company.

The purpose of this committee will be to examine alternative health care delivery systems, including health care reform initiatives. The committee shall meet with health care experts on at least an annual basis to express their shared interests in these topics as well as their overall goal of obtaining quality health care at affordable prices.

The responsibilities of the committee will be to:

1. Annually review the Company medical plan claims experience for the population covered by this bargaining agreement;
2. Annually review quality accreditation status of managed care providers;

3. Review administrative complaints by employees enrolled in an offered health plan.

In addition, the committee shall:

4. Share and review information and analysis, as appropriate, about health care delivery systems and to develop recommendations to the parties about strategies that are mutually beneficial to the parties and that address cost, quality and access issues;
5. Benchmark best practices to study proactive health and wellness initiatives for potential implementation;
6. Review and develop employee training and education materials for delivery to employees which may occur during working time and for delivery to dependents on non-working time;
7. Any recommendation put forth by this committee for change must be approved by the Executive Steering Committee before implementation.

The committee will meet at least semi-annually, or upon the agreement of both the Company's and the Union's chairpersons. The Company will provide all resources needed to carry out the work of the committee, including lost time for attendance at these meetings by one representative from each local lodge, meeting space, reasonable consulting fees for outside expertise normally utilized by the Company, and printing and distribution of material deemed mutually beneficial.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 27**  
**EH&S Culture Change Program**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the following understanding and agreement between the Company and the Union concerning a joint Environmental, Health & Safety culture change program.

The Company and Union agree on the importance of safety in the work place, especially as it relates to its employees and members. To that end, the parties agree to identify, implement and administer a joint Environmental, Health & Safety culture change program. This program, including reportable metrics, will be developed by the Connecticut VEHS Steering Committee during the remainder of 2007. The proposed program will be presented to the Executive Steering Committee for approval no later than the end of February 2008.

Once the Executive Steering Committee approves the implementation phase of the culture change program, the Connecticut VEHS Steering Committee will administer said program and report to the Executive Steering Committee on a regular basis.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 28**  
**Environmental, Health & Safety**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning Environmental, Health and Safety (EHS) employee teams and Company participation in the Voluntary Protection Programs (VPP).

The Company and the Union agree to continue to work cooperatively and proactively to provide a safe work place for its employees by prevention of accidents and environmental incidents, resolution of environmental, health and safety (EHS) concerns, and communication to enhance safety awareness. An important factor in providing work place safety is active employee involvement in environmental, health and safety issues.

In an effort to foster employee involvement, the parties have agreed to the following process:

- Each module center or similar organization will have an Environmental, Health & Safety (EHS) Council. This body is primarily responsible for determining the direction of EHS activities within the organization. Subcommittees will be created to work on key aspects of EHS and to make recommendations to the EHS Council. The VEHS Co-chairs will be seated on this Council. These subcommittees, (employee teams) will consist of hourly and salary employees and the Union will solicit and select bargaining unit employees to participate on these teams. One or more Union EHS Representatives may be a member of each team. The Chief EHS Representatives will be provided with Subcommittee meeting minutes.
- The Manager, Environment, Health and Safety, the Chief Union EHS Representatives and the Directing Business Representative, or designee, will mutually agree on a consistent training program for team members. Each team member's skills will be evaluated and training, where necessary, will be

provided in accordance with this training program and the team members' specific team assignment. Review and application of this program may be a subject of discussion at meetings of the Union Chief EHS Representatives and the Company site EHS organization.

- The Connecticut VEHS Steering Committee, by mutual agreement will determine the training/program requirements of the VEHS team members and who will give said training. VEHS trainers who have completed the train-the-trainer program, Union Safety Representatives and EHS professionals may conduct training for VEHS team members and others, as deemed necessary.
- VEHS members will attend VEHS Subcommittee Training and VEHS Training Introduction. It is also understood that proper training will be provided to employee volunteers before they become an active member of a new subcommittee. This training will be mutually agreed to by the parties.
- Any contract trainers, e.g., IAM Crest, for VEHS related training will be determined by mutual agreement of the members of the Connecticut VEHS Steering Committee.

It is understood and agreed to by the parties that the hourly members may not serve on more than two committees unless there is mutual agreement by the parties (hourly employees will not conduct incident or workers' compensation investigations). Subcommittees existing as of the signing of this Agreement will continue to function as is unless changed by the site or module center EHS Council. There shall be a standing subcommittee for ergonomics, audit and accident investigation in every module center or similar organization. Other subcommittees, such as pollution prevention, communications and design/process review may be formed by EHS Councils as determined by the needs of the business.

- Training provided for EHS team members in accordance with the established training program, will be provided at the Company's expense.
- The Company will provide team members the time to attend VEHS team meetings.
- The Local Lodge Chief Union EHS Representative and Union EHS Representatives may, upon request, meet on a monthly basis with management representatives from the applicable module centers or similar organizations to discuss common issues experienced by the EHS employee teams. The Company will pay up to two (2) hours a month for this meeting and an additional four (4) hours for a meeting among the Union Representatives prior to the Company-Union meeting.

The parties also agree to the following practices with respect to the operation of the VEHS teams:

- VEHS Subcommittees will be co-chaired by hourly and salary employees and when issues arise in the committees they must be mutually-agreed by the co-chairs prior to any action.
- All VEHS Subcommittees will operate according to standard guidelines established by the VEHS Steering Committee.
- Tier I General EHS audits must be performed under VEHS Subcommittee guidance.
- VEHS members may meet with their Union EHS Representative to discuss issues that arise within their subcommittee(s).
- VEHS members are not responsible for representing the Union in the handling of EHS issues within the safety complaint procedure.
- Once a member of a subcommittee, employees are responsible for notifying their supervisor of committee meetings and activities, with as much advanced notice as possible. Employees should be permitted to attend committee activities and meetings, unless there is a compelling production requirement in the employee's cell or business unit.
- The Company will allow VEHS subcommittee members the necessary time to perform tasks required by a subcommittee approved plan. In cases where the hourly members are required to attend meetings called by the subcommittee co-chairs, overtime will be paid for time spent outside their regular shift, if the member cannot change his or her shift hours in accordance with Article 12, Section 6.
- The Company will supply a common office setting to be used by Union Safety Representatives and the VEHS members at each site.
- The VEHS members shall be given access to E-Mail for the purpose of conducting VEHS Committee business.
- Mutually agreed to costs associated with this program will be paid for by the Company. This will be decided at the VEHS Steering Committee level.
- The Company agrees to train employees in appropriate EHS procedures when they are hired or transferred into a new work area.

To further support the joint VEHS activities, the parties agree to support the full time position of Chief EHS Representative for individual bargaining units. Concerns regarding the administration or performance of these duties will be reviewed by members of the Executive Steering Committee.

The full-time position of Senior Union Environmental Health & Safety Coordinator, appointed by the Directing Business Representative of District 26, or his or her designee, subject to the approval of the Company, will be continued during the life of this Agreement. This person may be selected from the bargaining unit of any one of the affiliated Local Lodges 700, 1746 or 1746-A. The selected employee will be paid his or her regular hourly base rate plus cost-of-living allowance during the period of his or her appointment. In addition, overtime authorized by the Directing Business Representative, or his or her designee, and approved by the Vice President, Industrial Relations, will be paid at the applicable rate.

The Company will apply for the Voluntary Protection Programs (VPP), as authorized by Section (2)(b)(1) of the Occupational Safety and Health Act, and the Union is invited to participate in these programs. The Union will support the Company's intent to apply and participate in the VPP.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 29**  
**HJRP Challenges**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning Hourly Job Rating Plan challenges and a review of tenanted and un-tenanted jobs.

It is agreed by the parties that during the life of this Agreement, the Union may challenge the scoring, via the HJRP complaint procedure, of up to ten (10) bargaining unit jobs currently in existence in any of the product centers or similar organizations.

It is further agreed by the parties that a joint committee will continue for the purpose of reviewing all tenanted and un-tenanted job descriptions in order to remove obsolete job descriptions from the data base.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 30**  
**Alternative Workweek Schedules**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement reached between the Company and the Union concerning the implementation of alternative workweek schedules.

These alternative workweek schedules may consist of a four-day workweek consisting of four ten-hour workdays or a three-day workweek consisting of three twelve-hour workdays.

The parties recognize it is in their mutual interest to grow the Company's aftermarket business, which is in an extremely competitive market. In an effort to have long term success in this business endeavor, which includes satisfying customer demand, the Company may maintain at its Cheshire facility, at its discretion, those mandatory alternative workweek schedules in place as of the signing of this Agreement. Any additional alternative workweek schedules required in Cheshire will be filled on a voluntary basis only.

It is agreed implementation of the alternate workweek schedule in Cheshire will be conducted as follows:

- Qualified employees will be surveyed for shift preference and placed in seniority order.
- Every effort will be made to fill any remaining three (3) day, twelve (12) hour shifts on a voluntary basis.
- If an insufficient number of volunteers are found from within Cheshire, the vacancies will be posted in accordance with Article 29 of this Agreement. If there is an insufficient number of qualified applicants, the least senior qualified employees will be placed on the three (3) day, twelve (12) hour shifts.
- Any employee forced onto a three (3) day shift will be given thirty 30 days notice prior to beginning his or her new shift assignment.

To properly respond to future customer requirements or business needs, the Company may also implement alternative workweek schedules within its shop operations for up to a total of twenty (20%) percent of the bargaining unit employees who work in the affected product center or similar organization. Employees will be selected on a voluntary basis.

In implementing any of these alternative workweek schedules, it is the intent of the parties not to advantage or disadvantage those employees who work such alternative schedules over employees working the traditional five day workweek, consisting of eight (8) hour days. Attached to this letter is a chart, which identifies the payment of various Company benefits, for both the traditional and alternative workweek schedules.

Prior to the implementation of an alternative workweek schedule, the Union will be given sixty (60) calendar days' notice and the Company will present to and discuss with the Local Union President the issues giving rise to the necessity for implementing the alternative workweek schedule. Subsequent to that discussion, those issues will be forwarded to the Executive Steering Committee for review and discussion. At the request of the Union, the Company will also discuss any additional issues of pay or working conditions which may arise and are not already covered in the attached chart or Article 12. The participants will include the local management, human resources and the local Union leadership. In the event that the alternative workweek schedule discussed herein is not implemented within ninety (90) days after the initial notice above, and it is subsequently decided by the Company to implement, the Union will be provided with an additional thirty (30) day notice prior to implementation.

When implementing an alternative workweek schedule, the following pay policies will apply:

- Employees working a three day/twelve hour workweek will receive a premium equal to 11.1% of their hourly wage rate plus cost-of-living allowance for each hour worked. In addition, employees working a three-day/twelve hour workweek will receive a 30-minute paid lunch on each twelve (12) hour shift.
- In addition, employees working second shift on either a four-day/ten-hour workweek, or a three-day/twelve hour workweek will receive a second shift premium equal to ten percent (10%) of such hourly wage rate plus cost-of-living allowance for each hour worked.

The following process will be utilized to implement alternative workweek shifts:

- The Company will survey qualified employees from the affected departments/cells for transfer to an alternative workweek schedule. Selection will be based upon the most senior qualified employees volunteering from the affected department/cell.
- In the event an insufficient number of qualified employees volunteer, the Company will, if feasible, solicit qualified employees from other departments/cells in the affected seniority area.
- If qualified volunteers are selected and transferred from outside the affected department/cell, any requirement to replace those employees will be accomplished in accordance with the terms of the collective bargaining agreement.
- Should there be an insufficient number of volunteers following the survey within the seniority area, the Company may fill any alternative workweek schedule openings by recall, job posting, or new hire. The Company will not force any employee to the alternative workweek schedule.

Once the alternative workweek schedule is implemented, the Company will allow requesting employees in seniority order (the most senior to least senior) to transfer off the alternative workweek schedule, as openings become available.

Should it become necessary to eliminate a specific alternative workweek shift, other than as a result of layoff or a resulting reallocation, the Company will give the Local Union President a minimum of thirty (30) days notice, during which time the parties shall meet and discuss the placement of affected employees on traditional workweek shifts. In the event it is necessary to reduce the number of alternative workweek assignments, employees within each job classification affected by the reduction will be offered the opportunity to return to the traditional workweek schedules, beginning with the most senior employee.

Any disputes over the issues of alternative workweek schedules, other than the implementation or continuation of such, will be subject to the grievance procedure,

including arbitration. Disputes concerning the implementation or continuation of alternative workweek schedules will be referred to and discussed by the Executive Steering Committee at its next regular scheduled meeting.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**PAYMENT FOR BENEFITS**

	<b>Traditional 5 Day/8 Hour Work Week</b>	<b>4 Day/10 Hour Work Week</b>	<b>3 Day/12 Hour Work Week</b>
Vacation* • Pay Allowance	200x employees hourly base rate plus cost-of-living allowance and shift premium if applicable.	200x employees hourly base rate plus cost-of-living allowance and shift premium if applicable.	200x employees hourly base rate plus cost-of-living allowance and shift premium if applicable.
• Vacation Time	25 days (1 week equals 5 days).	20 days (1 week equals 4 days).	15 days (1 week equals 3 days).
Holiday Pay • If worked • If not worked on scheduled workday • If not worked on a non-scheduled workday	24 hours pay 8 hours pay 8 hours pay	30 hours pay 10 hours pay 8 hours pay	36 hours pay 12 hours pay 8 hours pay
Jury Duty	Up to 30 eight hour workdays/Year	Up to 30 ten hour workdays/year	Up to 30 twelve hour workdays/year
Military Service Pay--Annual Training Duty or Encampment**	Up to 15 eight hour workdays/year	Up to 15 ten hour workdays/year	Up to 15 twelve hour workdays/year
Military Service Pay--Temporary Emergency Duty**	Up to 15 eight hour workdays/year	Up to 15 ten hour workdays/year	Up to 15 twelve hour workdays/year
Bereavement Pay	Up to 3 eight hour workdays/per member immediate family	Up to 3 ten hour workdays/per member immediate family	Up to 3 twelve hour workdays/per member immediate family
Incentive Vacation	4 hours per quarter	5 hours per quarter	6 hours per quarter
Sick/Personal	5 days/40 hours	4 days/40 hours	3 days/40 hours

\* Example depicts employee with five (5) weeks vacation eligibility.

\*\* Exceptions will be strongly considered for employees on military encampment which falls on scheduled workdays.

The contractual requirement for a rest period applies to both the traditional and 4 day/10 hour workweek schedule. (If working more than two hours overtime in a day, employees will be given a paid 18-minute break prior to the start of the overtime.) For the 3 day/12 hour workweek schedule, employees receive a paid 30 minute lunch break in lieu of the 18-minute rest period.

## HOLIDAY SCHEDULE FOR ALTERNATIVE WORKWEEK SCHEDULE

Year	Contractual Holidays	Fri, Sat, Sun Observed by 3x12 Shift	Sat, Sun, Mon Observed by 3x12 Shift
2007	Mon, December 24, 2007 Tue, December 25, 2007 Wed, December 26, 2007 Thu, December 27, 2007 Fri, December 28, 2007 Mon, December 31, 2007	Tue, December 25, 2007 Wed, December 26, 2007 Thu, December 27, 2007 Fri, December 28, 2007 Sat, December 29, 2007 Sun, December 30, 2007	Mon, December 24, 2007 Tue, December 25, 2007 Fri, December 28, 2007 Sat, December 29, 2007 Sun, December 30, 2007 Mon, December 31, 2007
2008	Tue, January 1, 2008 Fri, March 21, 2008 Mon, May 26, 2008 Fri, July 4, 2008 Mon, September 1, 2008 Thu, November 27, 2008 Fri, November 28, 2008 Thu, December 25, 2008 Fri, December 26, 2008 Mon, December 29, 2008 Tue, December 30, 2008 Wed, December 31, 2008	Sun, March, 23, 2008 Sun, May 25, 2008 Fri, July 4, 2008 Sun, August 31, 2008 Thu, November 27, 2008 Fri, November 28, 2008 Thu, December 25, 2008 Fri, December 26, 2008 Sat, December 27, 2008 Sun, December 28, 2008 Mon, December 29, 2008 Tue, December 30, 2008	Sun, March 23, 2008 Mon, May 26, 2008 Sat, July 5, 2008 Mon, September 1, 2008 Thu, November 27, 2008 Sat, November 29, 2008 Thu, December 25, 2008 Fri, December 26, 2008 Sat, December 27, 2008 Sun, December 28, 2008 Mon, December 29, 2008 Tue, December 30, 2008
2009	Thu, January 1, 2009 Fri, January 2, 2009 Fri, April 10, 2009 Mon, May 25, 2009 Fri, July 3, 2009 Mon, September 7, 2009 Thu, November 26, 2009 Fri, November 27, 2009 Fri, December 25, 2009 Mon, December 28, 2009 Tue, December 29, 2009 Wed, December 30, 2009 Thu, December 31, 2009	Thu, January 1, 2009 Sun, April 12, 2009 Sun, May 24, 2009 Fri, July 3, 2009 Sun, September 6, 2009 Thu, November 26, 2009 Fri, November 27, 2009 Fri, December 25, 2009 Sat, December 26, 2009 Sun, December 27, 2009 Mon, December 28, 2009 Tue, December 29, 2009 Wed, December 30, 2009	Thu, January 1, 2009 Sun, April 12, 2009 Mon, May 25, 2009 Sat, July 4, 2009 Mon, September 7, 2009 Thu, November 26, 2009 Sat, November 28, 2009 Fri, December 25, 2009 Sat, December 26, 2009 Sun, December 27, 2009 Mon, December 28, 2009 Tue, December 29, 2009 Wed, December 30, 2009
2010	Fri, January 1, 2010 Fri, April 2, 2010 Mon, May 31, 2010 Mon, July 5, 2010 Mon, September 6, 2010 Thu, November 25, 2010 Fri, November 26, 2010	Fri, January 1, 2010 Sun, April 4, 2010 Sun, May 30, 2010 Sun, July 4, 2010 Sun, September 5, 2010 Thu, November 25, 2010 Fri, November 26, 2010	Sat, January 2, 2010 Sun, April 4, 2010 Mon, May 31, 2010 Sun, July 4, 2010 Mon, September 6, 2010 Thu, November 25, 2010 Sat, November 27, 2010

## HOLIDAY SCHEDULE FOR ALTERNATIVE WORKWEEK SCHEDULE

Year	Contractual Holidays	Mon, Tues, Wed Observed by 3x12 Shift	Wed, Thurs, Fri Observed by 3x12 Shift
2007	Mon, December 24, 2007 Tue, December 25, 2007 Wed, December 26, 2007 Thu, December 27, 2007 Fri, December 28, 2007 Mon, December 31, 2007	Mon, December 24, 2007 Tue, December 25, 2007 Wed, December 26, 2007 Thu, December 27, 2007 Fri, December 28, 2007 Mon, December 31, 2007	Mon, December 24, 2007 Tue, December 25, 2007 Wed, December 26, 2007 Thu, December 27, 2007 Fri, December 28, 2007 Mon, December 31, 2007
2008	Tue, January 1, 2008 Fri, March 21, 2008 Mon, May 26, 2008 Fri, July 4, 2008 Mon, September 1, 2008 Thu, November 27, 2008 Fri, November 28, 2008 Thu, December 25, 2008 Fri, December 26, 2008 Mon, December 29, 2008 Tue, December 30, 2008 Wed, December 31, 2008	Tue, January 1, 2008 Fri, March 21, 2008 Mon, May 26, 2008 Fri, July 4, 2008 Mon, September 1, 2008 Thu, November 27, 2008 Fri, November 28, 2008 Thu, December 25, 2008 Fri, December 26, 2008 Mon, December 29, 2008 Tue, December 30, 2008 Wed, December 31, 2008	Tue, January 1, 2008 Fri, March 21, 2008 Mon, May 26, 2008 Fri, July 4, 2008 Mon, September 1, 2008 Thu, November 27, 2008 Fri, November 28, 2008 Thu, December 25, 2008 Fri, December 26, 2008 Mon, December 29, 2008 Tue, December 30, 2008 Wed, December 31, 2008
2009	Thu, January 1, 2009 Fri, January 2, 2009 Fri, April 10, 2009 Mon, May 25, 2009 Fri, July 3, 2009 Mon, September 7, 2009 Thu, November 26, 2009 Fri, November 27, 2009 Fri, December 25, 2009 Mon, December 28, 2009 Tue, December 29, 2009 Wed, December 30, 2009 Thu, December 31, 2009	Thu, January 1, 2009 Fri, January 2, 2009 Fri, April 10, 2009 Mon, May 25, 2009 Fri, July 3, 2009 Mon, September 7, 2009 Thu, November 26, 2009 Fri, November 27, 2009 Fri, December 25, 2009 Mon, December 28, 2009 Tue, December 29, 2009 Wed, December 30, 2009 Thu, December 31, 2009	Thu, January 1, 2009 Fri, January 2, 2009 Fri, April 10, 2009 Mon, May 25, 2009 Fri, July 3, 2009 Mon, September 7, 2009 Thu, November 26, 2009 Fri, November 27, 2009 Fri, December 25, 2009 Mon, December 28, 2009 Tue, December 29, 2009 Wed, December 30, 2009 Thu, December 31, 2009
2010	Fri, January 1, 2010 Fri, April 2, 2010 Mon, May 31, 2010 Mon, July 5, 2010 Mon, September 6, 2010 Thu, November 25, 2010 Fri, November 26, 2010	Fri, January 1, 2010 Fri, April 2, 2010 Mon, May 31, 2010 Mon, July 5, 2010 Mon, September 6, 2010 Thu, November 25, 2010 Fri, November 26, 2010	Fri, January 1, 2010 Fri, April 2, 2010 Mon, May 31, 2010 Mon, July 5, 2010 Mon, September 6, 2010 Thu, November 25, 2010 Fri, November 26, 2010

**LETTER 31**  
**Advanced Refurbishment Operation**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This will confirm the understanding and agreement between the Company and the Union concerning Advanced Refurbishment Operations (ARO).

It is understood and agreed that the seniority date of those employees who were Howmet employees at the time of the acquisition of ARO will be September 10, 1997. Their Howmet seniority date will serve to differentiate between employees where seniority is a factor.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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**LETTER 32**  
**Interpretation and Administration of Article 8, Sections 8(a) and 8(b) and**  
**Article 29, Section 3(c)**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
I.A.M.A.W., AFL-CIO  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union regarding the interpretation and application of Article 8, Section 8(a) and (b), and Article 29, Section 3(c).

During the 1998 contract negotiations, the parties agreed to meet and attempt to reach a common understanding with respect to the meaning of specific terms and language from our Collective Bargaining Agreement, as it relates to the promotional process.

The parties have met on a number of occasions and have reached a common understanding on most of the issues outlined in Letter 32, as identified below:

- **The process to be used for the selection of employees' promotion:**

**For promotions made on the basis of the "most senior qualified" employee, the following process will be used:**

The open position will be defined from the job description and the promotional pool will be defined by supervision in accordance with Article 8, Sections 8(a) and 8(c).

The term "qualified" is defined in terms of the ability of the most senior employee to satisfactorily perform the key duties/responsibilities of the higher-rated job based upon performance in the current job or in previous jobs. There are two additional points relative to defining a "qualified" employee.

Employees who have not attained standard rate of their current job are not considered to be "qualified" for promotion to the next job in the line of progression.

Employees transferred into a new line of progression will not be qualified for promotion for up to 12 months. Supervision will be responsible for training during that period.

Supervision will assess the employees in the promotional pool in seniority order to identify the first qualified candidate.

**For promotions made on the basis of the three co-equal factors of seniority, ability and fitness, the following process will be used:**

The open position will be defined from the job description and the promotional pool will be defined by supervision in accordance with Article 8, Sections 8(a) and 8(c).

The term “qualified” is defined as the employee who is determined to be the best “qualified” candidate for the position on the basis of the co-equal factors of seniority, ability and fitness.

Supervision may elect to survey employees in the promotional pool to determine interest in the promotion. Those not interested will be issued appropriate documentation recording this fact through an employee memorandum or completing an interest form. No further action will be required for those employees who have no interest in being considered for the specific promotion.

In determining who is qualified for these promotions, supervision will utilize a matrix as a tool to assist in the assessment of employees for the open position in seniority order. This tool consists of three separate documents, described below, with copies attached:

Co-equal Factor of Fitness, which contains four separate descriptors: “Strong Interpersonal Skills”, “Organization Skills”, “Judgment” and “Flexibility & Adaptability”. For each of these descriptors, supervision will rate the employee in one of three levels – “Below Expectations” (1 point), “Meets Expectations” (2 points), and “Exceeds Expectations” (3 points). (Leadership traits are covered under some of the elements that make up the “fitness” factor.)

Co-equal Factor of Ability, which also contains four separate descriptors: “Experience”, “Skill Level”, “Quality” and “Productivity & Efficiency”. For each of these descriptors, supervision will rate the employee in one of three levels – “Below Expectations” (1 point), “Meets Expectations” (2 points), and “Exceeds Expectations” (3 points).

Summary Matrix for Promotion by Co-equal Factors of Seniority, Ability and Fitness, which contains a listing of all the employees considered for the promotion. The list is compiled in seniority order, with the most senior at the top of the list. The separate scores ratings for Fitness and Ability are entered in the columns provided.

Assessment is based on supervision/management's personal knowledge of the employee's work through a variety of means, e.g., personal; observations, company records and feedback with first hand knowledge.

The company will be responsible for providing information that supports the judgment that an employee is "below", "meets" or "exceeds" expectations. In general, documentation for the "Ability" and "Fitness" co-equal factors will be greater for the employees who are either "below" or "exceeds" expectations.

Supervision will make their assessment on the basis of the three co-equal factors to find the best-qualified candidate.

- **The definition of "fitness" and "ability";**

The definition of "Fitness" and "Ability" is outlined in the following two documents, copies of which are attached:

Co-equal Factor of Fitness, which contains four separate descriptors: "Strong Interpersonal Skills", "Organization Skills", "Judgment" and "Flexibility & Adaptability". For each of these descriptors, supervision will rate the employee in one of three levels – "Below Expectations" (1 point), "Meets Expectations" (2 points), and "Exceeds Expectations" (3 points).

Co-equal Factor of Ability, which also contains four separate descriptors: "Experience", "Skill Level", "Quality" and "Productivity & Efficiency". For each of these descriptors, supervision will rate the employee in one of three levels – "Below Expectations" (1 point), "Meets Expectations" (2 points), and "Exceeds Expectations" (3 points).

Leadership traits are covered under some of the elements that make up the "fitness" co-factor.

- **The definition of "Co-equal factors" as a "relative ability clause" or a "hybrid clause" (Elkouri & Elkouri, How Arbitration Works)**

The Company adopts the "hybrid" clause as defined in How Arbitration Works, as a modified seniority clause for evaluating the three co-equal factors of seniority, ability and fitness of the employee.

- **The definition of “qualified” as it relates to “most senior qualified” for promotions within an established line of progression**

The term “qualified” is defined in terms of the ability of the most senior employee to satisfactorily perform the key duties/responsibilities of the higher-rated job based upon performance in the current job or in previous jobs. There are two additional points relative to defining a “qualified” employee.

Employees who have not attained standard rate of their current job are not considered to be “qualified” for promotion to the next job in the line of progression.

Employees transferred into a new line of progression will not be qualified for promotion for up to 12 months. Supervision will be responsible for training during that period.

- **The definition of “qualified” as it relates to “most senior qualified” for the purpose of selection under Job Posting and Bidding**

The open position will be defined from the job description

The term “qualified” is defined in terms of the ability of the most senior employee to satisfactorily perform the key duties/responsibilities of the higher-rated job based upon performance in the current job or in previous jobs.

Supervision will review the applicants who bid for the hourly job posting and initially identify them as either “qualified” or “not qualified”. Supervision will interview some number of the qualified applicants in seniority order (depending upon the total number of applicants).

The “qualified” candidates will be placed in seniority order and the most senior offered the position (which means it could result in a promotion, lateral transfer or demotion).

- **The circumstances under which Article 8, Section 8(a) and (b) relate to promotions under Article 29**

Any promotions arising from the hourly job posting program will fall under Article 8, Section 8(a) and Section 8(b).

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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Employee Name: \_\_\_\_\_

Seniority Date: \_\_\_\_\_

**CO-EQUAL FACTOR OF ABILITY**

<b>DESCRIPTION</b>	<b>BELOW EXPECTATI ONS (1 POINT)</b>	<b>MEETS EXPECTATI ONS (2 POINTS)</b>	<b>EXCEEDS EXPECTATI ONS (3 POINTS)</b>
<p><b>EXPERIENCE</b> – Utilizes a wide variety of experiences from jobs held, including education, training and certifications. Demonstrates the ability to learn new job skills. <b>Examples:</b></p>			
<p><b>SKILL LEVEL</b> – Developed the ability to effectively achieve assigned tasks associated with the current position; is familiar with all aspects of the assigned work. <b>Examples:</b></p>			
<p><b>QUALITY</b> – Consistently produces quality work. <b>Examples:</b></p>			
<p><b>PRODUCTIVITY &amp; EFFICIENCY</b> – Demonstrated the capability to produce maximum work with a minimum of effort and waste. <b>Examples:</b></p>			

Business Unit: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Seniority Date: \_\_\_\_\_

### CO-EQUAL FACTOR OF FITNESS

DESCRIPTION	BELOW EXPECTATI ONS (1 POINT)	MEETS EXPECTATI ONS (2 POINTS)	EXCEEDS EXPECTATI ONS (3 POINTS)
<p><b>STRONG INTERPERSONAL SKILLS</b> – Express himself or herself clearly and transmits knowledge, skills and experience to others. Works well with others. Willingly accepts assignments involving either training or the training of others. <b>Examples:</b></p>			
<p><b>ORGANIZATION SKILLS</b> – Demonstrates the ability to plan work for others as well as him or herself. <b>Examples:</b></p>			
<p><b>JUDGEMENT</b> – Estimates situations and makes sound decisions from the facts available at the time. Understands the importance of Company Rules and follows them. <b>Examples:</b></p>			
<p><b>FLEXIBILITY &amp; ADAPTABILITY</b> – Demonstrated the ability to adjust to situation changes as needed; as well as being physically able to perform the work. <b>Examples:</b></p>			



**LETTER 33**  
**Voluntary Separation Option**

Mr. James M. Parent  
Assistant Directing  
Business Representative  
District Lodge No. 26  
365 New Britain Road  
Kensington, Connecticut 06037

Dear Mr. Parent:

This is to confirm the understanding and agreement between the Company and the Union concerning a Voluntary Separation Option to be offered during the life of the Agreement.

**VOLUNTARY SEPARATION OPTION**

- (a) A separation program will be offered for the duration of this Agreement to any employee covered under this collective bargaining agreement, age 55 or over as of the date of separation, who (1) would otherwise be laid off in a reduction in force or (2) who volunteers and is accepted for separation under the circumstances described in paragraph (b). Eligible employees who receive benefits pursuant to this program will have no recall rights.
- (b) Employees eligible for this program pursuant to Section (a)(2) must be employed in an occupational group within a seniority area which is directly affected by a permanent job loss and must volunteer to substitute for another employee who would otherwise be laid off from that occupational group within a seniority area. The Company will not be required to accept any such volunteers and the total number of volunteers to be accepted will be in the sole discretion of the Company. Volunteers, if accepted, will be accepted on the basis of seniority, starting with the most senior employee in the occupational group within the specified seniority area.
- (c) The benefits under this option are:

One (1) week of severance pay for each completed year of service;

- A one time \$5,000 lump sum payment; not reduced for early retirement;

- Medical and dental insurance coverage will be provided to employees who participate in this voluntary layoff option and their dependents at no cost for a period of twelve (12) months following the employees' termination dates. If the employee receiving benefits under this program dies before receiving the entire twelve (12) months of free health care coverage, medical and dental insurance coverage will continue for the participant's dependents at no cost until twelve (12) months after the employee's separation date.

Sincerely,

Richard A. Warters  
Vice President, Industrial Relations

Accepted this 3rd day of December 2007

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