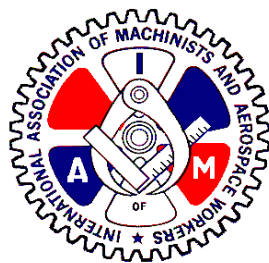


# **Collective Bargaining Agreement**

*Between*

**District Lodge 26  
And Its Affiliated Local Lodge 743**



**International Association of Machinists and Aerospace  
Workers, AFL-CIO**

*And*

**TLD ACE**



Effective Date April 14, 2008 until April 10, 2011

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## **AGREEMENT**

This Agreement, entered into this 14<sup>th</sup> day of April, 2008, by and between TLD ACE (hereinafter referred to as the "Company"), and Local Lodge 743 of the International Association of Machinists and Aerospace Workers and its District Lodge 26 (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote continuity of harmonious relations between the Company and the Union and to define rates of pay, hours of work and other conditions of employment for employees covered by this Agreement.

### **ARTICLE 1 - COVERAGE**

The provisions of this Agreement shall be binding upon the Union and the Company, and shall not be affected or changed by the sale or merger of the Company, or change of name, location and/or ownership.

This Agreement shall apply to the bargaining unit certified by the National Labor Relations Board on July 17, 1959, in Case No. 1-RC-5656. Coverage shall apply to all production and maintenance employees at the existing plant, any addition thereto, or to any plant newly constructed or operated by the Company, in accordance with applicable law, excluding only engineers, designers, draftsmen, secretaries, office and clerical workers, quality controllers, professionals, guards, supervisors, and administrative and sales employees.

### **ARTICLE 2 - RECOGNITION**

The Company hereby agrees to recognize the Union and will continue to recognize and deal with the Union during the term of this Agreement or any extension thereof as the sole and exclusive bargaining agent regarding rate of pay, hours of work and other conditions of employment for the employees defined in Article 1 - Coverage.

### ARTICLE 3 - MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to hire, select, assign, transfer, promote, demote, discipline and terminate employees on the basis of knowledge, training, skill and performance; to discipline, suspend or discharge employees for justifiable causes and the right to lay off employees because of lack of work or for other legitimate reasons are rights exclusively vested in the Company.

The management shall have the exclusive right to judge on the products to be manufactured; the location and number of its plants; movement of production from one Company plant to another; to establish production schedules to vary with the work load due to better methods and the effect of business conditions; to vary processes and methods of manufacturing; to set the standards, quality and quantity of work; and to change its products and its schedules.

The Company has the right to enforce plant rules and regulations now in effect and which it may issue from time to time as the need arises, and a copy of such rules will be given to the Union and the employees.

The management rights specified in this Agreement are not to be considered as a waiver of any rights of the Company not described, whether or not such rights have been exercised by the Company in the past..

It is agreed that, except as specifically delegated, abridge, granted or modified by the Agreement, all of the rights, powers and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of management without limitation. All of the rights of management which are not expressly modified or limited by a specific provision of this Agreement are not subject to the grievance or arbitration procedure.

#### **ARTICLE 4 - UNION RESPONSIBILITY**

The Union recognizes its responsibility as the exclusive bargaining agent of the employees covered by this Agreement and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions and fair and equitable wages, the Company must be in a stable financial position. The Union will cooperate with the management in the attainment of these goals by not directly opposing or interfering with the legitimate and reasonable efforts of the Company to maintain and improve the skill, ability and production of the employees and to prevent waste of time, materials, tools and supplies.

The Union and its members realize that acts of sabotage, subversive activities, theft, damage or the taking of Company property, materials or trade secrets seriously affect the competitive and financial position of the Company and will not condone such acts.

#### **ARTICLE 5 - MAINTENANCE OF MEMBERSHIP**

All employees who on the effective date of this Agreement are members of the Union and all employees who thereafter choose to become members on or after the ninetieth (90th) day following the beginning of their employment will maintain their membership in the Union by payment of monthly dues to the Union for the duration of this Agreement.

Any employee who is a member of the Union on the signing date of this Agreement may withdraw from the Union during the first (1<sup>st</sup>) year of the Agreement only by notifying the Union by certified mail within ten (10) days prior to the anniversary date of their having joined the Union.

#### **ARTICLE 6 - CHECK-OFF**

Section 1. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay the initiation and reinstatement fees, and dues payable by him/her to the Union during the period provided for in said

authorization. The amount will be certified by the Secretary-Treasurer of the Local Lodge.

Section 2. Deductions shall be made on account of initiation and reinstatement fees from the first (1st) pay of the employee after receipt of the authorization. Deductions shall be made on account of Union dues from the earnings of all employees who have worked a minimum of five (5) days during the current month after receipt of the authorization, and monthly thereafter. The Union will provide the Company with the amount of monthly dues once a year or when increased. This amount will be deducted from the employee's pay on a weekly basis.

Section 3. Deductions provided for in Section 1 shall be remitted to the Secretary-Treasurer of the District Lodge 26 no later than the tenth (10th) day of the month following the deduction and shall furnish the Secretary-Treasurer of the Local Lodge monthly with a record of those for whom deductions have been collected and the amounts of the deduction. If deductions were made for an employee and are no longer made then the Company will inform the Union why deductions are no longer being made.

Section 4. 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.

Section 5. If, in any week, the earnings of an employee who authorized such deductions are insufficient to permit deductions to be made, the Company will make the appropriate deductions in the employee's earnings in the next week.

Section 6. If, after two (2) consecutive months the earnings of an employee who authorized such deductions have been insufficient to permit such deductions to be made, the obligation of the company to deduct Union dues 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 in such cases.

Section 7. It is agreed that the Company shall honor check-off assignment cards only when such cards are properly executed in the form of the sample attached hereto and made part of this Agreement as Attachment (B).

### **ARTICLE 7 – NON-DISCRIMINATION**

The Company and the Union mutually agree to cooperate in establishing and/or maintaining, at the facilities covered by this Agreement, equal employment opportunity, minority business enterprise and affirmative action programs consistent with all governmental statutory obligations applicable to employees and applicants for employment, and thereby to provide equal treatment with respect to rates of pay, benefits and other terms and conditions of employment and employment opportunity regardless of race, color, creed, religion, sex, national origin, age or handicap.

Subject to the terms of this Agreement, neither party will discriminate against or in favor of any employee because of membership or non-membership in the Union.

Both the Company and the Union recognize that the employees covered by this Agreement have the right to become or remain members of the Union or to refuse to become or remain members of the Union without being subject to restraint or coercion from either the Company or the Union because of their exercise of this right.

There shall not be solicitation of employees for Union membership, dues or 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 any Union literature, including assignment cards for Union dues or fees, conducted upon the premises of the Company during working time by the Union, its representatives or by employees.

## **ARTICLE 8 - HOURS OF WORK**

For all employees covered by this Agreement the regular workweek shall begin at 12:30 a.m. on Monday and shall end at 12:30 a.m. on the following Monday. The regular work schedule shall be forty (40) hours at eight (8) hours per day on the first and second shift, and thirty-seven and one half (37-1/2) hours at seven and one half (7-1/2) hours per day on the third shift, five (5) days per week, Monday through Friday, inclusive.

The regular workday shift hours shall be 6:30 a.m. to 3:00 p.m. with a thirty (30) minute unpaid lunch period.

The pay week shall start at the beginning of the shift on Monday and end before the starting time on the following Monday.

For work on any day less than the full shift period of eight (8) hours on the first and second shift, and seven and one-half (7-1/2) hours on third shift, pay shall be for the number of hours worked.

The Company shall have the prerogative of changing shift hours after first posting notice of change. The Company will make a reasonable effort to inform the Union five (5) days prior to changing shift hours.

The above work schedule does not constitute a work guarantee on the part of the Company.

When the Company schedules a two (2) or three (3) shift operation the employees working the added shifts will do so on the following schedule:

**Second Shift:** Work will begin at 5:00 p.m. to 1:30 a.m. with a thirty (30) minute unpaid lunch period. Employees will be paid for eight (8) hours providing a full schedule of hours are worked. Employees who are assigned to the second shift will be given a seventy-five (\$.75) cent per hour shift differential in addition to their hourly wage rate.

Third Shift: Work will begin at 12:00 a.m. to 7:30 a.m. with a twenty (20) minute paid lunch period. Employees will be paid for eight (8) hours providing a full schedule of hours are worked.

If a reduction in the number of employees is necessary to curtail production, the Company shall have, after prior notice to the Union, the option of reducing the weekly work hours in lieu of layoff in order to keep the work force intact.

**ARTICLE 9 - SHOP COMMITTEE AND UNION REPRESENTATION**

The Company recognizes and will deal with accredited representatives of the International Union, District Lodge, and the accredited members of the shop committee and stewards as follows in matters relating to grievances and interpretations of this Agreement which affect the relationship between the Company and the Union:

	<u>Shop Committee</u>	<u>Steward</u>
First Shift	1 if less than 50 2 if over 50	1 if less than 50 2 if over 50 3 if over 100 4 if over 150
Second Shift	1	1
Third Shift	1	1

The Union agrees to notify the Company in writing of the Union officers, shop committee and stewards on a current basis.

The steward or committeeperson shall be allowed to leave his/her job to investigate or adjust a complaint and grievance. However, it is agreed that any such Union representative leaving his/her job shall first get permission from his foreman and shall notify his/her foreman after the investigation. It is further agreed that time spent for

such purposes shall be charged to an assigned number and such time shall be kept to a minimum. No employee, steward or committeeperson shall sustain any loss in wages for handling complaints or grievances in accord with provisions of the agreement. The Company will not pay any designated Union members in the employ of the Company for grievance handling time outside of their regular straight time hours of work or for any time when away from Company premises.

The Company will not pay any designated Union member in the employ of the Company for contract negotiating time, whether during or outside working hours, on or away from Company premises.

### **ARTICLE 10 - GRIEVANCE PROCEDURE**

In the event of a grievance arising between the Company and the Union as to the interpretation or application of this Agreement, or in connection with the terms and provisions of this Agreement, an earnest effort shall be made to settle such grievance immediately through the following procedure:

#### **Oral Step**

Any employee with seniority having a grievance shall first advise his/her foreman within three (3) days of when the employee knew or should have known about the occurrence which gave rise to the grievance of their intent to grieve and return to his/her work. At this time, the employee can request to see his/her steward and the foreman will make reasonable efforts to make a steward available within two (2) hours of the request. The steward, after meeting with the employee, shall take the employee's grievance up with the employee's foreman. Such grievance shall be presented orally at this step of the procedure. Any such discussion shall be as brief as possible.

If the grievance is not satisfactorily settled at the Oral Step, it must be reduced to writing on the form provided within three (3) working days excluding Saturdays, Sundays and Holidays of the supervisor's disposition. The form supplied by the Company shall be completely filled in, dated and signed by the grieving employee or the steward. The

grievance information shall specify the nature of the grievance, the facts involved, the remedy requested, and the claimed violation of the Agreement.

Step 1: At a mutually agreed time, within three (3) days, the steward and the grieving employee shall negotiate the grievance with the foreman, who will make a decision thereon at the end of the meeting unless the grievance is placed on hold. The foreman's answer will be given to the steward in writing.

Step 2:

Section 1. Any grievance not satisfactorily settled at Step 1 may be submitted to Step 2 and the appeal shall be considered taken if the Shop Steward so marks the grievance form within three (3) days from the date of the foreman's disposition given at Step 1. In addition, such appeal shall be included on an agenda letter forwarded to the Plant Manager at least seventy-two (72) hours prior to the Step 2 meeting. The meetings shall be held whenever necessary but not more frequently than every two (2) weeks to hear grievances and complaints properly before it. Copies of grievances and the agenda letter, with the meeting date and time, shall be forwarded to the Union and the Shop Committee.

Section 2. Grievances which affect a substantial number of employees or which cannot be resolved by the foreman shall be filed at this step as well as grievances filed by the Union or the Company. The procedure for scheduling a 2<sup>nd</sup> Step meeting shall be the same as described above. The intent of this paragraph is to expedite grievances.

Section 3. Representing the Union at the Step 2 meeting shall be a Business Representative designated by District 26, President of Local Lodge 743 and a member of the Shop Committee. The Directing Business Representative for District 26 may also attend the Step 2 meetings at his/her discretion. In the event that the Directing Business Representative intends to attend the Step 2 meeting in addition to the assigned Business Representative, this fact shall be included in the agenda letter

provided for above. Representing the Company at Step 2 meeting shall be the Plant Manager and/or his/her designee.

The answer of the Plant Manager or designee will be given in writing on the form provided at the conclusion of the Step 2 meeting unless the grievance is placed on hold.

Section 4. Grievances alleging a violation of this Agreement which are not resolved at this step of the grievance procedure may be appealed to arbitration by the submitting party -- the Company or the Union. Such appeal must be taken within five (5) days from the disposition of the grievance at the second step.

Section 5. In the event the steward is absent, a member of the Shop Committee shall handle the grievance or designate another steward.

The time elements of the grievance procedure shall exclude Saturdays, Sundays and holidays.

No grievance concerning any matter shall be considered under the grievance procedure unless presented to the Company within three (3) working days after the employee knew or should have known about the incident giving rise to it.

Any disposition of a grievance accepted by the Union or Company, or where no appeal is taken within the specified time limits, shall be final and binding.

Failure by the Company to answer within the time limit specified shall be considered as a denial of the grievance. It is understood and agreed that this language is not intended to permit the Company to refuse to schedule a Step 1 or Step 2 meeting as described herein.

Any time limits may be extended or waived by mutual agreement of the parties in writing.

Stewards, Shop Committee Members or Business Representatives may receive but not solicit grievances from employees.

The employee and steward at the initial meeting and at Step 1 and the Shop Committee member at Step 2 will be paid for time spent in such meetings held during their regular working hours.

### **ARTICLE 11 - ARBITRATION**

Any grievance regarding the application or interpretation of this Agreement not settled by the procedure hereinbefore provided may be referred to arbitration as provided for in Article 10. The parties agree that any such disputes must be submitted to the American Arbitration Association and further agree to be bound by that Associations rules and procedures.

Any question involving wages in the provisions of this Agreement shall not be subject to arbitration.

The request for arbitration, which must be made within twenty five (25) working days of the disposition of Step 2 in Article 10, and designation of an arbitrator will be in accordance with the rules of the American Arbitration Association.

The Arbitrator is hereby authorized to reach a final and binding decision on the grievance: provided, however, that the Arbitrator's decision must be within the scope and terms of this Agreement, and the Arbitrator has no authority to add to, detract from, alter or amend any of the terms of this Agreement.

The fee and expenses of the Arbitrator shall be borne equally between the Company and the Union.

It is understood and agreed that if either party uses the service of an attorney the expenses incurred will be borne by the party requesting such service.

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

Total cost of stenographer's records which may be made and transcripts thereof shall be paid by the parties ordering the same.

All time limits set forth in this Article may be extended by mutual agreement between the Company and the Union.

The Company will not pay any employee involved in an arbitration for time lost from his regular working hours.

If the arbitrator awards back pay, the amount so awarded shall be less any interim earnings or Unemployment Compensation received.

The decision of the arbitrator must be rendered within thirty (30) days of the close of the arbitration hearing.

## **ARTICLE 12 - SENIORITY**

Seniority is defined as the length of continuous service of an employee in the bargaining unit since the most recent date of hire. Each employee's seniority record will be maintained by the Company and provided to the Union on a monthly basis.

The first ninety (90) calendar days of continuous employment, will be a probationary period during which time an employee has no seniority standing and will be subject to transfer, demotion, layoff or discharge at the sole discretion of the Company. Although its actions shall not be subject to the grievance or arbitration process, the Company agrees that upon request from the Union, it will discuss with Union representatives the reasons for any disciplinary action taken against a probationary employee.

Upon satisfactory completion of the probationary period as described above, the employee will be placed on the seniority list and the employee's seniority will be dated back to the beginning of employment.

Part-time employees (employees who work twenty-four (24) hours a week or less) who do not regularly work the full scheduled hours of the department shall be considered temporary employees and shall not attain or accrue seniority.

If a part-time employee becomes a full-time employee, his/her seniority shall be that of the date employed as a full-time employee and after completion of the ninety-(90) day probationary period.

In the event that an opening occurs on a particular shift in a department, the Company will survey, by seniority, within the affected classification for volunteers. If an insufficient number of employees volunteer, the Company will then fill the opening in an inverse order of seniority. The Company however, retains the right to transfer employees to any of its plants.

Seniority rights of a laid-off employee will not continue to accumulate while on layoff.

Layoff: The principle of classification seniority shall govern and control the decrease or increase of the working force within the bargaining unit. Employees will be laid off by classification based upon their Company seniority.

The Company reserves the right to retain employees out of seniority who possess unusual working knowledge or are deemed to be essential employees due to their skills and abilities.

In case of a layoff only, and for the sole purpose of maintaining Union representation at the time of a layoff, three (3) Shop Stewards, and one (1) Shop Committee member

with at least twenty-four (24) months of service with the Company, will be the last employee laid off in his/her classification regardless of his/her seniority.

The Company will give the Union five (5) days' notice of layoff of bargaining unit employees unless not practical. Notice of layoff shall include the names of those employees to be laid off.

In the event of a layoff, probationary employees, part-time employees or temporary employees in the affected classification will be laid off first.

Recall: Employees on layoff shall be recalled prior to new employees being hired in their classification, provided the employees are capable of performing the work available and provided such laid-off employees respond to recall by advising the Company of their intentions to report for work not more than five (5) working days after mailing of notice sent to them, by certified mail, to their last known post office address on the Company's records. If such laid-off employees fail to report to work within five (5) working days after the mailing of the Company notice to report to work, those employees shall lose all rights to seniority and possibility of reemployment. Employees who are unable to return to work within five (5) days' written notice because of illness will notify the Company in writing within five (5) days that they are unable to return to work, but will return when their health permits. Such employees shall not lose earned length of seniority or recall rights for a maximum of thirty six (36) months or their length of seniority, whichever is less.

Employees covered by this Agreement shall lose all seniority for the following reasons:

- a) discharge for just cause;
- b) resignation or retirement;
- c) layoff or absence in excess of thirty six (36) months or the employee's length of continuous service with the Company, whichever is less;
- d) transfer of an employee to a position excluded from the bargaining unit, and

- e) failure to return to work at the expiration of a leave of absence or refusing reemployment.

Any grievance concerning the application or interpretation of this Article and alleged violations thereof are to be filed within five (5) days of the date the employee becomes aware of such to be considered valid.

### **ARTICLE 13 - MAINTENANCE OF PRIVILEGES**

It is agreed that any and all privileges of the nature of coffee breaks, smoking, five-minute wash-up time and those privileges authorized by the Company prior to the date of this Agreement will not be denied to the employees because of the signing of this Agreement. If such privileges are found to be abused so as to affect the mutual harmony of the Agreement, the Company shall have the prerogative of changing or terminating the privileges after first notifying the Union and posting reasonable notice of change or termination.

### **ARTICLE 14 - REPORT-IN PAY CALL-IN PAY**

In the event any employee reports for work on his/her regular shift without having previously been notified not to report, he/she shall be given at least four (4) hours' work, or, if no work is available, he/she shall be given four (4) hours' pay at the straight-time rate.

An employee who is called back to work after completing an eight (8) hour shift shall receive a guarantee of four (4) hours work or four (4) hours pay at the applicable rate.

The provisions of this Article shall not apply if work is unavailable as a result of causes beyond the control of the Company, such as power failure, unsafe conditions, fire, storms, faulty material, major modification or cancellation of orders.

It is understood and agreed that the Company will have the right to require any employee entitled to report-in pay to perform the work other than that regularly performed.

It is the responsibility of each and every employee to inform the Company of his latest address and telephone number. Notification or attempted notification in person or by telephone of no work constitutes proper notice not to report to work.

### **ARTICLE 15 - WORK BY SUPERVISORS**

Supervisors and persons excluded from the bargaining unit shall not perform work coming under the jurisdiction of this Agreement other than for the purpose of instructing or training employees of the unit or employees of customers who are properly classified to perform the work.

This clause does not prevent the Company from performing test work, as required, by the engineering department.

The Company shall have the right to utilize supervisory, professional, engineering or other technical employees to perform work such as tryout, difficult new jobs, performance of necessary work when production difficulties are encountered, experimental work, relieving or assisting employees and occasional setups in addition to their supervisory duties. As a standard practice, however, these employees are not to do work regularly assigned to hourly workers.

Due to the nature of the work, a supervisory or technical employee may at any time perform work that is normally performed by employees, either to check the accuracy of results or in order to prevent undue delays.

## **ARTICLE 16 - NEW EMPLOYEES**

All new full-time employees shall be probationary employees for the first ninety (90) days of continuous employment. On the ninety-first (91st) day of employment, the name of the probationary employee shall be placed on the seniority list as of the date of his employment by the Company. Probationary employees shall have no seniority rights and their retention as employees shall be wholly within the discretion of the Company, and its action shall not be subject to a grievance or arbitration. The Company, however, agrees that upon request from the Union, it will discuss with Union representatives reasons for any disciplinary action taken against a probationary employee.

The Company may hire temporary or part-time employees up to one hundred twenty-five (125) calendar days. After one hundred twenty-five (125) calendar days, the temporary or part-time employee must be terminated or hired as a probationary employee. Such employees shall be treated as probationary employees. Such employees shall not accumulate seniority nor shall they be entitled to any holiday, vacation, insurance or other fringe benefits or payment provided for in this Agreement.

## **ARTICLE 17 - SUBCONTRACTING**

It is the declared policy of the Company to maintain its departments at full level of employment, commensurate with available equipment, manpower, product requirements and cost of manufacture, but the Company reserves its right to contract out work it deems necessary or desirable in accordance with its business judgment. If the Company decides to subcontract, it will notify the Union. The intent of this Article is not in any way to affect normal and regular subcontracting done by the Company on a regular basis.

## **ARTICLE 18 - STRIKE OR LOCKOUT**

The Union agrees that there will be no strikes, sympathy strikes, sit downs, slowdowns or walkouts engaged in or participated in by the Union or its members, or employees covered under this Agreement, and the Company agrees that it will not engage in any lockouts during the term of this Agreement.

In the event of a strike, sympathy strike, sit down, slowdown or walkout, the Union will have satisfied its obligation pursuant to this article if the following procedure is adhered to:

- a) notify all employees immediately in the event of a strike that the strike is unauthorized and in violation of the contract;
- b) state in writing to employees that the strike is in violation of the Agreement;
- c) make every reasonable effort possible to induce employees to cease such acts;  
and
- d) inform employees who participate in the strike that it is their individual responsibility and the Company may take disciplinary action.

Any employee who ceases work to engage in an unauthorized work stoppage may be discharged or otherwise penalized by the Company.

A complete or partial reduction of operations by the Company for economic reasons or other compelling business reasons shall not be considered a lockout.

## **ARTICLE 19 - LEAVE OF ABSENCE**

Section 1. Any employee, upon application in writing and with approval of the Company, shall be granted a leave of absence without pay not to exceed twelve (12) months.

Section 2. Upon written request by the Union, an employee will be granted such a leave of absence for up to four (4) years for the purpose of entering into the full-time employment of the Local Lodge, District Lodge or International Union.

Section 3. Employees returning from leave of absence shall be returned to their job or an equivalent job so far as it is practicable as arranged by mutual agreement of the parties.

Section 4. Seniority will accumulate during all leaves of absence defined above and such employees are not entitled to benefits under Articles 22, 23, 24 and 25 during the period of such absence.

Section 5. An employee on leave of absence for reasons other than Union Business who engages in gainful occupation for another employer during the period of his/her leave will be discharged.

Section 6. Any employee on a leave of absence of thirty (30) days or more shall notify the Company in writing of his/her intention to return to work at least (5) working days prior to the date of return.

Section 7. An employee failing to return to work at the expiration of the leave of absence will be terminated unless he/she can provide a verifiable emergent reason satisfactory to the Company. The Company's refusal to accept such reason(s) may be arbitrated only on the basis of whether such refusal to accept such reason(s) is arbitrary and capricious.

Section 8. Any employee who applies for a leave of absence for fraudulent reasons or who makes application for unemployment benefits while on such leave will be discharged.

Section 9. Discharge for leave of absence violations shall not be subject to the grievance or arbitration procedure unless the discharge is for reasons other than stated in this Article or if the Union can establish that the Company acted arbitrarily.

### **ARTICLE 20 - BULLETIN BOARD**

The Company shall provide at least two (2) bulletin boards in Plant 1 in mutually agreed to locations to be used for posting notices, announcements of Union meetings and appointments or activities of a recreational or social nature. These bulletin boards shall be labeled with the Union's name. No notices shall be posted containing material of a controversial nature. All notices must be signed by a designated Union member. The Union will supply the Company with a copy of all notices. Additional bulletin boards shall be added as the plants expand.

### **ARTICLE 21 - SEPARABILITY**

Should any part of any provision contained in the Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by decree by a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect, and the part or provision declared invalid shall be renegotiated by the parties in accordance with their obligation under the National Labor Relations Act.

### **ARTICLE 22 - OVERTIME**

Overtime will be paid at the rate of one and one-half (1-1/2) times the employee's base rate for:

- a) all work performed in excess of eight (8) hours in any one (1) working day;
- b) all time worked in excess of forty (40) hours in any work week for which time overtime has not previously been earned; and

- c) all work performed on Saturday.

Overtime will be paid at the rate of two (2) times the employee's base rate for:

- a) all work performed on Sunday; and
- b) all work performed on any negotiated holiday, in addition to holiday pay.

Overtime shall only be worked if authorized by the employee's immediate supervisor.

The Company will distribute overtime equally insofar as practicable among employees in their respective operations and departments who normally perform such work. Full-time employees will be offered overtime work in their classification before the work in their classification is offered to part-time or temporary employees.

The Company will notify employees scheduled to work weekend overtime at least twenty-four (24) hours in advance of the time such work is to begin. Employees who are asked and/or assigned to work on Saturday and fail to report to work (except for an emergent reason) will be progressively disciplined in accordance with Company policy. On daily overtime requirements, except in case of emergencies, the Company will give as much advance notice to employees as practicable. In cases of plant or production emergencies, no advance notice of overtime to an employee will be required on the part of the Company.

Employees who are scheduled to work eleven (11) hours or more in any one (1) shift will be granted a paid eighteen (18) minute lunch period at the end of ten (10) hours.

Any employee who is asked by his supervisor to report before the regular starting time shall be granted the opportunity of working out his regular shift.

Any employee who has worked overtime in accordance with this Agreement at any time during the week shall not be required to take time off during the work week because of having worked such overtime.

Employees are expected to cooperate with the Company by working a reasonable amount of overtime in order to maintain Company production schedules. The Company recognizes that it may be inconvenient for individual employees to work overtime, and it will give due consideration to each request for relief from overtime. There will be no concerted refusal by employees to perform reasonable overtime work.

There shall be no pyramiding of overtime pay, and nothing in the Agreement shall be construed to require the payment of overtime pay more than once for the same hours worked.

Holiday hours paid but not worked may not be used to figure overtime.

### **ARTICLE 23 - HOLIDAY PAY**

Employees who have attained seniority status with the Company will receive holiday pay for each of the following holidays:

#### **2008 HOLIDAYS**

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  
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

**2009 HOLIDAYS cont'd.**

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  
Monday, December 27, 2010  
Tuesday, December 28, 2010  
Wednesday, December 29, 2010  
Thursday, December 30, 2010  
Friday, December 31, 2010

In addition to the above holidays, employees will each be given their birthday as an additional holiday. The birthday holiday may be utilized in two ways: 1) With the approval of the Company, an employee may take a day off other than his/her actual birthday and receive straight time pay for that day or: 2) An employee may take off his/her birthday and receive holiday pay for that day.

Employees will be paid at their base rate for a total of eight (8) hours per holiday, provided that:

a) The Employee shall have worked his last full shift scheduled hours preceding the holiday and his first full shift scheduled hours following the holiday, except that if an employee has worked some time during the five (5) calendar days prior to the holiday and is absent the day before or the day after, or both, because of bona fide illness, industrial injury, a death or serious illness in the immediate family of the employee, he shall receive holiday pay. The employee shall be required to furnish reasonable proof acceptable to the employer.

- b) If the holiday falls within the scheduled vacation period of the Company, the employee will receive holiday pay over and above vacation pay or have the option of taking an additional day or days off with pay.

However, an employee who has been scheduled to report for work on a holiday and has agreed to do so and fails to report for work shall not receive holiday pay unless he can prove to the Company's satisfaction that he was physically unable to do so.

Holidays which fall on Saturday or Sunday shall be celebrated on either Friday or Monday as celebrated in the State of Connecticut and employees will be paid in accordance with the provisions of this Article.

An employee on any leave of absence shall not be paid for a holiday which occurs while the employee is on such leave.

#### **ARTICLE 24 - BEREAVEMENT LEAVE**

An employee having seniority who is absent from work on a scheduled workday (excluding Saturdays, Sundays, holidays, vacations and any leaves of absence) will be compensated for three (3) consecutive days, beginning within five (5) working days of the day of death. For the purpose of this paragraph, immediate family is defined as spouse, father, mother, sister, brother, child, grandparent and parent or grandparent of current spouse and brother or sister of current spouse, and step child 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 (1) day of absence at the employee's regular base hourly wage rate.

Payment shall not be made for such absences unless the employee claiming such payment shall have notified his supervisor within five (5) working days of the day of the death of his relative and shall have submitted his request for payment within two (2) days after his return to work from such absence. Verification, acceptable to the Company, of the death of and relationship to the relative of the employee claiming such payment shall be given to the Company. Payment shall be made in the pay period

immediately following the date in which a properly completed and authorized request for payment is submitted.

### **ARTICLE 25 - VACATIONS**

The Company shall reserve the right to close its plants for vacation or individually schedule vacations of employees to suit its production commitments.

To be eligible for vacation with pay under the following formula, an employee must be on the active payroll of the Company and have worked his last scheduled hours prior to the day vacation is to begin. Pro rata vacation benefits shall be paid to employees who were laid off for lack of work or who are on Company-approved leave of absence.

Pro rata vacation payments to employees who have been or who are absent from employment for a total in excess of twenty-five (25) working days will be made at the time of regular vacation payments. The one (1) year period is based on two hundred fifty (250) working days from the beginning of August to the end of July for computation purposes. Employees' vacation days are considered as days worked for computation of pro rata vacation days. An employee who is absent in excess of twenty-five (25) days will have 0.4 percent reduction in vacation pay for each day of absence.

A vacation week's pay shall be based on a forty (40) hour week straight-time basis. Three (3) days of vacation pay will be paid to an hourly employee who has ninety (90) days of seniority, but less than one (1) year of seniority.

A full week's vacation pay will be paid to an hourly rated employee who has entered the employ of the company not later than January 31 of each vacation year.

Hourly rated employees with one (1) year or more of service as of July 31 of each vacation year shall be eligible for vacation pursuant to the following schedule:

2 years	one week plus two days
3 years	one week plus three days
4 years	one week plus four days
5 years	two weeks
6 years	two weeks
7 years	two weeks plus one day
8 years	two weeks plus two days
9 years	two weeks plus three days
10 years	three weeks
11 years	three weeks plus one day
12 years	three weeks plus one day
13 years	three weeks plus one day
14 years	three weeks plus two days
15 years	three weeks plus three days
16 years	three weeks plus four days
17 years	four weeks
18 years	four weeks
19 years	four weeks
20 years	four weeks plus one day
21 years	four weeks plus two days
22 years	four weeks plus three days
23 years	four weeks plus four days
24 years	five weeks

Neither vacation nor vacation pay will be accumulative from year to year. An employee who has unused vacation pay at the end of the calendar year due to the Company's request, will be paid the balance of his/her vacation pay by January 31st of the following year.

Employees with five (5) or more years of service may carry over one (1) week of unused vacation for one (1) year.

No employee shall be allowed to accept vacation payments and not take vacation time off unless approved by the Company.

Any employee who resigns or is terminated for just cause shall forfeit his vacation pay. Employees who are laid off or retire will be entitled to vacation pay for the year in which the layoff or retirement occurs.

## **ARTICLE 26 - HEALTH AND WELFARE**

**Section 1.** The Company shall provide, at no cost to the employees, \$50,000 life insurance with double indemnity for accidental death.

Coverage shall be effective on the first (1<sup>st</sup>) day of the month following completion of the ninetieth (90<sup>th</sup>) day of employment.

**Section 2.** The Company shall provide to the employees all of the benefits outlined in the Company Medical Plan, with prenatal and postnatal and home and office endorsements for all of the employees and their dependents.

Employees shall be eligible for coverage effective on the *first* (1<sup>st</sup>) day of the month following completion of the ninetieth (90<sup>th</sup>) day of employment.

**Section 3.** The Company shall provide, at no cost to the employees, a long-term income protection plan for employees with one (1) year of service or more.

**Section 4.** The Company shall provide at no cost to the employees, a weekly indemnity for sickness and accident for a period of twenty-six (26) weeks.

Employees shall be eligible effective on the first (1<sup>st</sup>) day of the month following completion of the ninetieth (90<sup>th</sup>) day of employment. The weekly indemnity is based on sixty-six and two thirds (66-2/3%) percent of the employee's base pay to a maximum of \$400 per week.

Section 5. The Company shall provide to the employees the Dental Plan, a copy of which has been provided to the Union.

Coverage shall be effective on the first (1<sup>st</sup>) day of the month following completion of the ninetieth (90<sup>th</sup>) day of employment.

The amounts of the deductibles and reimbursement under the Company Medical Plan and Dental Plan agreed to by the parties are attached to this contract as Attachment A.

Section 6. The Company shall provide a full-service prescription plan that requires employees to co-pay \$15.00 for generic, \$25.00 for formulary brand and \$40.00 for non-formulary brand.

Coverage shall be effective on the first (1<sup>st</sup>) day of the month following completion of the ninetieth (90<sup>th</sup>) day of employment.

Employees will continue to pay toward their medical and dental coverage (Sections 2 and 6 of this Article) \$16.44 per week for single, \$34.72 per week for an employee and one dependent, and \$46.85 per week for family coverage. Employees will continue to pay toward their dental coverage (Section 5 of this Article) \$1.46 per week for single, \$2.35 per week for employee and one dependent, and \$3.79 per week for family coverage. Employees may “buy up” to a Point of Service Plan.

Any increase in the premium or COBRA rate for medical and dental insurance in Sections 2, 5 and 6 after the contract date will be passed on to the employee at the Company option, and pro-rated amounts will be deducted from wages once each week.

If the Company does not pass on any increase in the premium or COBRA rate to the employees, this will not be considered a waiver of their rights to do so.

The Company reserves the right to change the carrier of any group insurance plan during the term of this Agreement.

Coverage shall be discontinued immediately for any employee who terminates for any reason, or is discharged for cause. Employees who are on a leave of absence shall retain coverage for thirty (30) calendar days following the start of the leave of absence.

Section 7. Employees may contribute up to twenty-five (25) percent of their salary to the 401k plan. The company will match one-half of every dollar, up to a maximum of 6% of employees' wages contributed. Probationary, temporary, or part-time employees' eligibility to any of the benefits of Section 1 through 7 rests solely with management.

### **ARTICLE 27 - CLASSIFICATION AND RATES**

The classification titles and rates for the terms of this contract are set forth in the Schedule A annexed hereto and made a part of this Agreement.

New or changed classifications will be added to Schedule A put into effect as required to meet production.

The Company agrees to furnish the Union with all classifications and rates for the bargaining unit.

If during the term of this contract the Company creates a new job classification in the bargaining unit, it will so inform the Union and upon request, negotiate the wage rate for the new classification with the Union.

Present employees will remain as classified for the duration of this Agreement unless promoted, demoted, transferred, laid off or terminated in accordance with the provisions of this Agreement.

Classification and rates will not be subject to grievance and arbitration.

**SCHEDULE A**

<u>Classification</u>	<u>Minimum Rate(*)</u>	<u>Maximum Rate(*)</u>
Machinists	\$12.00	\$21.10
Assembler-Electrical	12.00	20.55
Painter	12.00	19.90
Sheet Metal Worker	12.00	22.30
Welder	12.00	20.15
Assembler-Mechanical	12.00	19.35
Assembler-Refrigeration	12.00	20.10
Shipping & Receiving, Stockroom	12.00	17.45
Truck Driver	12.00	15.90
Janitor	12.00	15.10
Fork Lift Operator	12.00	16.65
Maintenance	12.00	18.90

\*Add 75¢ for 2<sup>nd</sup> shift employees.

**ARTICLE 28 - WAGES**

**SCHEDULE A**

Each employee in the bargaining unit shall receive the following wage increases on the following dates:

April 14, 2008	\$0.15 per hour
April 13, 2009	\$0.10 per hour
April 12, 2010	\$0.10 per hour

**SCHEDULE B**  
**Hourly Paid Employee Merit Rating**

Each employee will be merit rated semiannually during the anniversary month of the start of employment and in the following seventh (7<sup>th</sup>) month.

New employees will be merit rated for rate position in the rate range in the seventh (7<sup>th</sup>) month from start of employment.

Each employee will be merit rated semiannually within the annual or semiannual month until each employee reaches the maximum rate in the rate range.

Merit rate increase, if any, will become effective on the Monday of the first (1<sup>st</sup>) full week of the following month after the scheduled rating month.

Merit rating scores of zero (0) to fourteen (14) receive no increase and may be subject to possible disciplinary action.

Merit Rating Score of 15-48 to be paid at \$.01 per point, to a max. of \$.48

Nothing herein shall preclude the Company from increasing the base hourly wage of an employee in an amount greater than the above schedule, provided however that such an increase shall not exceed the maximum rate of the employee's classification.

Employees who are at the maximum rate will receive their merit increase in a lump sum payment based on 1,040 hours.

**SCHEDULE C  
EMPLOYEE MERIT RATING FORM**

<b>EMPLOYEE MERIT RATING</b>					
EMPLOYEE _____ CLOCK NO. _____ DATE _____					
PRESENT CLASSIFICATION _____ RATE RANGE _____					
NEW CLASSIFICATION _____ RATE RANGE _____					
PRESENT RATE _____ RATE INCREASE _____ NEW RATE _____					
CATEGORY	POOR	FAIR	GOOD	VERY GOOD	EXCELLENT
POINTS	0	1	2	3	4
ITEM DESCRIPTION					RATING
1. WORKMANSHIP - Quality of employee's work					
* 2. PRODUCTIVITY - Quantity of quality work					
3. INDEPENDENCE - Degree of supervision required					
4. DEPENDABILITY - Low absenteeism, tardiness					
5. COOPERATION - With employees and supervision					
6. CONSIDERATION - Safety, company tools, material					
7. INITIATIVE - The extent to which an employee seeks out new assignments and assumes duties when necessary					
8. JOB KNOWLEDGE - The extent to which an employee possesses the practical/technical knowledge required on the job					
* 9. EFFICIENCY - The extent to which an employee produces results in a timely fashion					
10. RELIABILITY - The extent to which an employee can be relied upon regarding task completion and follow-up; ability to follow instructions					
TOTAL NUMBER OF POINTS THIS RATING PERIOD					
RATING FOREMAN'S COMMENTS:					

FOREMAN:	DATE OF RATING:
APPROVED BY: _____	TITLE: _____ DATE: _____

\*Double Points

## **ARTICLE 29 - GENERAL CONDITIONS**

There shall be no obligation on the part of the Company under this Agreement should the inability to work be due to any act beyond the control of the Company.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and, unless mutually agreed upon, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though some subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 30 - UNION RIGHT TO VISIT**

It is agreed by both parties hereto that for the purpose of carrying out and enforcing the terms of the Agreement the duly authorized representatives of the Union shall, upon proper identification and signing of the Company visitor log and approval by a member of management of the Company, have the right to visit and enter the establishment of the Company at any time during the working hours of the Company.

The Union, its representatives and each of its members agree to respect and preserve at all times the confidential character of the work of the Company.

It is understood that the authorized representatives of the Union in requesting clearance through the plant shall make an appointment in advance for each and every such visit.

In addition, the labor official must provide evidence that he/she is a duly accredited representative of the Union and must be accompanied on any such visit(s) by a representative of the Company.

## **ARTICLE 31 - JURY DUTY**

**Section 1.** Any employee who is called and serves for jury duty will be paid in accordance with applicable law.

**Section 2.** To be eligible to receive pay for time lost under Section 1 because of jury duty, an employee must notify his supervisor promptly after he has received notice to report to such jury duty and must promptly provide the Employer with a statement verified by an official of the court showing the time of reporting and the time of dismissal of jury duty.

## **ARTICLE 32 - HEALTH & SAFETY**

**Section 1.** The Company and the Union will generally work toward the goal of a safe and health working environment. The Company, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. The Company and Union will develop and provide a training program for all employees. Employees will be required to attend this training program during their normal work days at a time, place and frequency to be decided by the Company.

**Section 2.** The Union will cooperate with the Company in encouraging employees to observe and abide by all health and safety regulations prescribed by the Company, and to work in a safe manner and to eliminate accidents and health hazards.

**Section 3.** The President of Local Lodge 743, or designee, shall be invited to participate in the Company-Wide Quarterly Safety Meeting.

**Section 4.** A joint Safety Committee of two (2) persons appointed by the Company and two (2) persons appointed by the Union will meet once a month at a mutually convenient time. The purpose of the Committee will be to review and discuss safety related issues. The parties will make an effort to resolve safety related issues raised at this meeting. Union representatives will be paid for attendance at the monthly meeting at their regular rate of pay.

Section 5 Any issues not resolved as outlined in Section 4 will be presented at the next regularly scheduled Step 2 meeting. If the issue is not resolved at Step 2 it will be referred to the next Company-Wide Quarterly Safety Meeting as outlined in Section 3 of this Article.

Section 6. The Company shall furnish to the Union a copy of all reports involving compensable Workers' Compensation accidents. The Company shall also furnish a copy of its yearly lost-time accidents to the Safety Committee.

Section 7. The Company will at least semi-annually conduct a plant-wide safety audit by an outside third party. The results of the audit will be presented to the Safety Committee referenced in Section 4. The Safety Committee will address unresolved issues from the audit.

### **ARTICLE 33 - PERSONAL LEAVE**

Section 1. For the purpose of this Article, the period during which a full-time employee shall be eligible for not more than two (2) days of leave with pay shall begin on January 1<sup>st</sup> of each year and end on December 31<sup>st</sup> of that year.

Section 2. Employees who have completed one (1) full year of employment with the Company shall be entitled to two (2) personal days.

Section 3. Any employee is expected to call the Company prior to the start of his/her work shift and notify his supervisor (or designee) that he/she is taking a personal day. Personal pay will be automatically issued to eligible employees.

Section 4. Personal time for eligible employees may be paid in full shift or one-half (1/2) shift increments.

- a) Employees eligible for payment of one-half (1/2) shift personal time are those who receive their supervisor's permission to leave work for the second half of the shift.

- b) Payment for such absence shall mean payment at the employee's normal rate for a period of eight (8) hours for a full shift absence or up to four (4) hours for a part-shift absence. In no event, however, shall any eligible employee receive more than (8) hours of pay for combination of time worked and/or not worked during the normal shift hours.

Section 5. Paid Personal time shall not be cumulative. Any eligible employee who has unused Personal Leave on the books at the end of the calendar year shall receive pay for such unused leave at his or her then effective normal rate of pay.

#### **ARTICLE 34 - M.N.P.L. CHECK-OFF**

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.

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.

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.

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

**ARTICLE 35 - DURATION CLAUSE**

Section 1. This Agreement shall be effective from 12:01 a.m. April 14, 2008, and shall remain in full force and effect until midnight, April 10, 2011, and shall then renew itself from year to year unless either party to this Agreement gives written notice to the other party at least sixty (60) days but not more than seventy (70) days prior to the expiration of this Agreement of its desire to terminate, change or amend the terms and conditions hereof.

IN WITNESS WHEREOF, the parties hereby agree and ascribe to this contract on this date, April 14, 2008.

TLD ACE

By:

\_\_\_\_\_

Peter Owitz, COO

\_\_\_\_\_

Debbie Dorman, H. R. Manager

\_\_\_\_\_

Stan Snarski, Foreman

LOCAL LODGE NO. 743/DISTRICT LODGE NO. 26  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

By:

\_\_\_\_\_  
James M. Parent

\_\_\_\_\_  
Mike Stone

\_\_\_\_\_  
Mark Hebert

\_\_\_\_\_  
Tony Walter

\_\_\_\_\_  
Keith Dehaney

\_\_\_\_\_  
Hector Medina

\_\_\_\_\_  
David Buchanan

## **ATTACHMENT A**

### **SUMMARY OF BENEFITS**

#### **Life Insurance Benefits**

Basic Life Insurance \$50,000

Accidental Death and  
Dismemberment \$50,000

#### **HMO Medical Benefits**

Calendar Year Deductible None

Plan Payments 100% after applicable co-pay

Maximum Out-of-Pocket  
Expense None

In-patient Mental and  
Nervous Treatment Unlimited

Out-patient Mental and  
Nervous Treatment \$30.00 co-pay per office visit

Prescription Card Employee to pay \$15.00 per  
prescription for Generic drugs, \$25.00 for  
Formulary Brand and \$40.00 for Non-  
Formulary Brand

Routine & Preventive  
Care Costs \$20.00 co-pay per office visit

Maximum Unlimited

Employees may “buy up” to a Point of Service Plan.

#### **Dental Benefits**

If, as a result of dental disease, defect or injury, you or any covered plan member has incurred covered dental expenses for treatment by a dentist while covered under this plan, this plan will pay an amount determined by the applicable reimbursement percentage but subject to the applicable deductibles.

## REIMBURSEMENT PERCENTAGES

Class A:	Preventive Services	100%
Class B:	Basic Services	80%
Class C:	Major Services	NA

## MAXIMUM BENEFITS

Class A and B      \$1,000 per person  
per calendar year

### Deductible

Class A:            None

Class B:            \$50 per person per  
calendar year

ORTHODONTIA                            N/A

### Important

When the total cost associated with the proposed dental work is expected to exceed \$300 a treatment plan should be filed for benefit determination prior to the date the treatment is rendered. This process identifies coverage and plan limitations such as deductible, co-insurance, and benefit maximums. The filing of a treatment plan avoids any misunderstandings as to the extent of coverage and gives the patient and dentist an opportunity to review the proposed treatment and the extent of the plan coverage before any work is started.

Employees may “buy up” to a plan that provides coverage for major services and orthodontia.

**ATTACHMENT B**

NAME \_\_\_\_\_

(Please Print)

DEPT.# \_\_\_\_\_ DATE \_\_\_\_\_ CLOCK# \_\_\_\_\_

I hereby authorize and direct TLD ACE to deduct from my earned pay, beginning with the current month, initiation and reinstatement fees and my regular monthly Union dues, on account of membership dues in Lodge no. 743, International Association of Machinists & Aerospace Workers. I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from the date, or up to the termination date, if any, of the current collective bargaining agreement between TLD ACE and Lodge No. 743 of the International Association of Machinists & Aerospace Workers, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect unless revoked by me on the anniversary date of the signing of this authorization. Such revocation shall be effected by written notice, sent by registered mail, return receipt requested, to the Employer and the Union within fifteen (15) days of the anniversary date of this authorization.

SIGNATURE \_\_\_\_\_

**ATTACHMENT C**

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

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

authorize and direct TLD ACE to deduct monthly from my wages the 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 I**  
**Group Leaders**

April 14, 2008

Mr. James M. Parent  
Asst. Directing Business Representative  
District Lodge 26  
365 New Britain Road  
Kensington, CT 06037

Re: Article 15 - Work by Supervisors

Dear Mr. Parent:

This is to confirm the understanding and agreement reached between the Company and the Union concerning the following group leaders:

Assembly:	Dean Benson
	Edgard Santiago
	Joe Golon
	Lyvirn Wallace
Electrical:	Denworth Mair
Refrigeration:	Lloyd Allen
Subassembly:	Art Colton
Welding:X	
Sheet Metal:	
Paint:	Richard Plasse
Machine Shop:	
Material Control/Fork Lift:	Rick Carr
	Garfield Boothe

The parties agree that the above-referenced individuals are supervisors under the National Labor Relations Act. The parties further agree, however, that these individuals will continue to perform bargaining unit work as they have in the past as an exception to Article 15 of the Agreement reached between the parties.

Very truly yours,

Edward F. O'Donnell, Jr.

**LETTER 2**  
**Leave of Absence**

April 14, 2008

Mr. James M. Parent  
Assistant Directing Business Representative  
District Lodge 26  
365 New Britain Road  
Kensington, CT 06037

Re: Article 19 - Leave of Absence

Dear Mr. Parent:

This is to confirm the understanding and agreement reached between the Company and the Union concerning Article 19 - Leave of Absence. The Union agrees that it cannot arbitrate the refusal of the Company to "approve" a request for a leave of absence under Section 1.

Very truly yours,

Edward F. O'Donnell, Jr.

**LETTER 3**  
**Health and Welfare**

April 14, 2008

Mr. James M. Parent  
Assistant Directing Business Representative  
District Lodge 26  
365 New Britain Road  
Kensington, CT 06037

Re: Article 26 - Health and Welfare

Dear Mr. Parent:

This is to confirm the understanding and agreement reached between the Company and the Union concerning Article 26 - Health and Welfare. The Company agrees that prior to increasing premiums under Article 26 of the Agreement, the Company will meet and confer with the Union and verify the increased costs. The Company is, however, under no obligation to negotiate with the Union on this issue.

If a covered employee is absent from work due to a work or non-work related illness or injury, the employee must maintain his/her contribution to the health care plan for the first eight (8) weeks they are absent. However, after eight (8) weeks and for a period of sixteen (16) weeks thereafter, such employee will not be required to make any contribution to the health care plan. After the sixteen (16) week period if the employee is still out of work, coverage shall be terminated and the employee will be offered the COBRA option.

Very truly yours,

Edward F. O'Donnell, Jr.

**LETTER 4**  
**Arbitration**

April 14, 2008

Mr. James M. Parent  
Assistant Directing Business Representative  
District Lodge 26  
365 New Britain Road  
Kensington, CT 06037

Dear Mr. Parent:

This letter is to confirm my discussions with you during negotiations that the provision in Article 11 – Arbitration, which excludes wages from the Arbitration process was negotiated into the contract primarily to prohibit employees from taking to arbitration a grievance on their merit review and to prohibit employees from taking to arbitration a grievance on their placement on the minimum - maximum rate schedule in the contract.

Very truly yours,

Edward F. O'Donnell, Jr.

**LETTER 5**  
**Employee Records**

April 14, 2008

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

Dear Mr. Parent:

This shall serve to confirm the understanding and agreement reached between the Company and the Union regarding the submission of employee records by the Company to the Union.

The Company agrees that it will provide to the Union on a monthly basis with a list of employees, which includes his or her:

- Pay rate
- Job classification
- YTD total hours
- YTD total overtime hours
- Hire date
- Employee address
- Date of birth
- Insurance coverage: F&S
- Clock number
- Shift
- Seniority Date

Upon receipt of an employee authorization, the Company will forward the employee's Social Security Number to the Union.

Very truly yours,

Edward F. O'Donnell, Jr.

**LETTER 6**  
**FMLA**

April 14, 2008

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

Dear Mr. Parent:

This shall serve to confirm the understanding and agreement reached between the Company and the Union regarding Family and Medical Leaves of Absence.

The parties agree that employees covered by this Agreement will be eligible for Family and Medical Leaves of Absence in compliance with Federal and State statutes.

It is further agreed that while any dispute between the parties regarding such Leaves of Absence are subject to the grievance procedure, such grievances unresolved at Step 2 are not subject to the arbitration process.

Very truly yours,

Edward F. O'Donnell, Jr.