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# AGREEMENT

February 18, 2002 -

2/19/06

9/3/02



**TEAMSTERS UNION**  
 Local 1150  
 International Brotherhood of Teamsters

2658P



**SIKORSKY AIRCRAFT CORPORATION**

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## AGREEMENT

This Agreement is made and entered into this 18th day of February 2002, by and between Sikorsky Aircraft Corporation, hereinafter called the "Company," and the Sikorsky Teamsters Local 1150, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union." It is understood and agreed to by the Company and the Union that this Agreement supersedes and supplements any and all previous agreements which they heretofore have entered into. As used in this Agreement, the masculine and feminine gender import one another.

## 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 I**  
**MANAGEMENT FUNCTIONS**

- 1.1 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 size and number of the working force in the active employ of the Company from time to time; whether the Company's work shall be performed by employees of the Company or independent contractors or their employees; the identity of the Company's personnel to whom work shall be assigned; whether transfers, promotions, or demotions are to be made; the identity of or number of new employees to be hired; the schedules of production; shift schedules and hours of work; the methods, processes and means of manufacturing; and to select and hire employees, including the right to make and apply rules and regulations for production, discipline, efficiency and safety.
- 1.2 It shall also have the right and responsibility to promote, demote and transfer employees, and to discharge, suspend, or otherwise progressively discipline any employee for just cause, and to lay off because of lack of work or other cause, unless otherwise hereinafter provided.

**ARTICLE II**  
**COVERAGE**

- 2.1 For the purpose of this Agreement, the term "employee" as used herein shall apply to and include all hourly rated production, inspection and maintenance employees, including shipping and receiving clerks, trainees and apprentices of the Sikorsky Aircraft Corporation at the following facilities: (1) the plant located at South Avenue, Bridgeport, Connecticut; (2) the plant located at North Main Street, Stratford, Connecticut; (3) the plant located at 351 Morgan Lane, West Haven, Connecticut; (4) the plant located at 33 Platt Road, Shelton, Connecticut; (5) the plant located at 1010-1080 Atlantic Street, Bridgeport, Connecticut; and (6) the Development Flight Test Center, Beeline Highway, West Palm Beach, Florida, but excluding all salaried employees, professional employees, employees of the engineering test laboratories, plant protection employees, health and safety employees, main office clerical employees, and all employees classified as clerks, and secretaries, supervisor's clerks, timekeepers, executives, managers, foremen, group supervisors, leadmen, and all supervisory personnel as defined in the National Labor Relations Act, as amended.

**ARTICLE III**  
**RECOGNITION**

- 3.1** In accordance with the Certification of Representative issued by the National Labor Relations Board on March 29, 1962, pursuant to an election conducted by said Board, the Company recognizes the Sikorsky Teamsters Local 1150, affiliated with the International Brotherhood of Teamsters, as the sole collective bargaining agency for the employees defined in Article II herein for the purposes set forth in the National Labor Relations Act as amended.
- 3.2** The Company shall recognize the Union as the bargaining agent for those employees (as defined in Article II) who, during the life of this Agreement, are employed on work currently performed by members of the bargaining unit and which is relocated or expanded into another plant or facility of the Company within the state of Connecticut.

**ARTICLE IV**  
**NONDISCRIMINATION**

- 4.1** 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 of 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 1990; or any other state or federal statute which affects the employment of employees covered by this Agreement.

**ARTICLE V**  
**UNION SECURITY**  
**UNION MEMBERSHIP, AGENCY FEE AND CHECKOFF**

**5.1**

- (a) Every employee covered by this Agreement must, for the life of this Agreement, after the grace period described in Section 5.2, satisfy an obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, employees must choose one of the two ways of satisfying this obligation, as described below. Every employee has the right to make this choice free of interference, restraint or coercion:
- (1) Full Union membership: The employee chooses to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the full initiation fee and uniform periodic dues charged by the Union;
- (2) Agency Fee payer: The employee does not become a member of the Union, and thus is not entitled to the full range of rights and duties of Union membership. This employee must, as a condition of continued employment, pay, in an amount permitted by law, a percentage of the uniform periodic dues, charged by the Union to its members to satisfy an obligation to the Union as the unit's exclusive bargaining representative.
- (b) Employees may elect to change their chosen status upon appropriate written notice to the Union.
- (c) This Union security provision shall not apply in any location where it is prohibited by state law, and if so prohibited it shall apply whenever the law is changed so that it may be effective.

**5.2**

- (a) For all new employees who are hired into the unit during the life of this Agreement, their chosen status pursuant to Section 5.1, and their obligation to pay dues and fees, shall begin on the thirtieth day after their date of hire.
- (b) For employees in the unit who are full Union members on the effective date of this Agreement, their obligation to the Union is continuous, although they are free to change their status.

**5.3**

An employee who fails to comply with the requirements of Sections 5.1 and 5.2 shall be notified by the Union in writing, via certified mail, return receipt requested, and given fifteen (15) days to cure his/her delinquency or be terminated from employment with the Company. An employee who fails to cure his/her delinquency within the fifteen (15) day period set forth above, upon written request from the Union to the Company, shall be terminated from employment. The Union shall provide the Company with evidence of compliance with the notice requirements of this Section.

**5.4**

The Union agrees it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage, or suit on behalf of a terminated employee arising out of action taken by the Company pursuant to the terms of Section 5.3.

**5.5**

- (a) The Company agrees to deduct monthly 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 a properly executed assignment card. The Company also agrees to deduct from the earnings of an employee one (1) initiation fee and hourly administrative dues in whatever amount is authorized by such employee on a properly executed assignment card which is delivered to the Company.
- (b) The Company agrees to deduct fees for an agency fee payer in whatever sum is established by the Union as the regular monthly fees and hourly administrative fees uniformly required as a condition of employment pursuant to Section 5.1(a)(2) upon receipt of a properly executed assignment card.

**5.6**

The sum which represents such monthly Union dues and hourly administrative dues and monthly agency fees and hourly administrative fees shall be certified to the Company as constituting such by the duly authorized financial officer 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 duly authorized financial officer of Local 1150.

- (a) The deduction of the first monthly dues or agency fees and the initiation fee shall be made from the earnings received by the employee on the third Thursday of the month following the month in which a properly executed assignment card is received by the Company. Union dues or agency fees will be deducted monthly thereafter from the earnings received by the employee on the third Thursday of each month. The schedule for deduction of monthly dues or agency fees may be changed to a weekly or other basis upon mutual agreement between the Company and the Union.
- (b) If in the second pay week of any month the earnings of any employee who authorized such deductions are insufficient to permit the deductions to be made, the Company upon notification from the Union will make the appropriate deductions from the employee's earnings in the second pay week of the succeeding month for that month and the next preceding month.
- (c) If the earnings of the employee in the second pay week of such succeeding month are insufficient to permit deductions to be made for that month and the preceding month, the Company upon notification from the Union will make the appropriate deductions from the employee's earnings in the second pay week of the third month for that month and the two preceding months.
- (d) The deduction of administrative dues and administrative fees shall be made from the earnings received by the employee on a weekly basis commencing in the payroll period immediately following the payroll period in which a properly executed assignment card is received by the Company. The schedule for deduction of administrative dues or administrative fees may be changed upon mutual agreement between the Company and the Union.
- (e) Within six (6) months of the effective date of this Agreement and upon notification to the Union by the Company, the deduction of the monthly dues and the initiation fee or agency fee shall be made from the earnings received by the employee on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) paydays of the month following the month in which a properly executed assignment card is received by the Company. Union dues or an agency fee will be deducted thereafter from the earnings received by the employee on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) paydays of each month.
- (f) If in any designated pay week 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 next designated week's pay; provided,

however, if there are still insufficient funds, the Company will make the appropriate deductions in the next designated week's pay. Additionally, if there are still insufficient funds, the Company will make a final attempt to make the appropriate deductions from the employee's next designated week's pay.

- (g) If, by the last designated pay period 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 an agency fee will then revert to a current basis, and it is understood the Company will have no further obligation for the collection of past dues or agency fees in such cases.
- (h) The deduction of administrative dues and administrative fees shall be made from the earnings received by the employee on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) paydays commencing in the payroll period immediately following the payroll period in which a properly executed assignment card is received by the Company. The schedule for deduction of administrative dues or administrative fees may be changed upon mutual agreement between the Company and the Union.

5.8 Deductions provided for in Section 5.7 shall be remitted to the Secretary-Treasurer of the Union by the end of the month in which the deductions were made. The Company shall simultaneously furnish the Secretary-Treasurer of the Union each month a record of the employees from whose earnings deductions have been made and the amounts of the deductions.

5.9 The Company's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the Authorization card or upon his/her transfer to a plant, department, or job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired with seniority rights and no period of revocation intervened during his/her layoff.

5.10 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 Sections 5.5 through 5.9 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.

5.11 There shall be no solicitation of employees for Union membership or dues conducted upon the premises of the Company during times when either the employee (or employees) being solicited or the employee (or employees) performing such solicitation are being paid by the Company to perform work.

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

**5.13** It is agreed that the Company shall honor checkoff assignment cards only when such cards are properly completed and executed.

## **ARTICLE VI GRIEVANCE PROCEDURE**

**5.1** 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 it in accordance with the following procedure which must be adhered to.

**5.2** A grievance must be filed within five (5) working days immediately following the date of the condition or event which gives rise to the grievance or within the five (5) working day period immediately following the date on which the employees should reasonably have become aware of the condition or event from which the grievance arises. In the event of a promotional grievance the fifteen (15) calendar day time-period will commence when the Union receives the bi-weekly promotional list.

**5.3** The Company and the Union agree to the following system of presenting and adjusting grievances.

### **STEP 1**

**5.4** An employee having a grievance affecting wages, hours or working conditions may, after giving notice to his/her immediate supervisor, take it up either directly with his/her supervisor or with the area shop steward.

**5.5** A grievance of an employee must be presented orally at this step to the employee's immediate supervisor by the area shop steward. In the event an employee's complaint is not resolved, a meeting between the area shop steward, the employee, his/her immediate supervisor, and a management representative will be scheduled as soon as possible. Should the management representative not be immediately available for the Step 1 meeting of the employee's grievance, such meeting will be scheduled as soon as practicable, but in no event not later than three (3) working days, excluding Saturdays, Sundays and holidays, from the date of the employee's initial complaint. Any such discussions shall be as brief as possible. The answer of the supervisor or management representative will be given orally within five (5) working days, excluding Saturdays, Sundays, and holidays, after the meeting.

**5.6** If the grievance is not satisfactorily settled at Step 1, it must be reduced to writing on the form provided within five (5) working days excluding Saturdays, Sundays, and holidays, of this meeting. All grievances which affect the wages, hours, or working conditions of any employee, must be signed by the employee when reduced to writing and submitted to the employee's supervisor.



**6.7** Requests for pertinent records (as more fully described in 6.13) pertaining to the employee involved as may be necessary to the settlement of the grievance must be made by the area shop steward to the employee's immediate supervisor or to the management representative at this step of the grievance procedure. If the records are readily available, they will be provided at Step 1, otherwise, the records will be provided at Step 2.

### **STEP 2**

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

- (a) A complete statement of the grievance and the facts upon which it is based;
- (b) The remedy or correction which the grievant wishes the Company to make; and
- (c) The Section of this Agreement, if any, which is claimed to have been violated.

**6.9** When reduced to writing, the grievance shall be taken up, at a regularly scheduled meeting held at least once every two (2) weeks, if necessary, with the Human Resources Representative and the Business Agent, provided the grievance is included in an agenda letter for the first scheduled meeting following the date of the management representative's decision at Step 1; provided, however, that if this is not done the grievance shall be included in an agenda letter for the second regularly scheduled meeting following the date of the management representative's decision at Step 1. If the grievance is not included in such an agenda letter, the decision of the management representative at Step 1, shall be final and conclusive and binding upon the grievant, the Company and the Union.

**6.10** A grievance which affects a substantial number of employees, other than job rating grievances, and which the supervisor at Step 1 of this procedure lacks authority to settle, and grievances filed by the Company or the Union shall initially be submitted by certified mail at this step and must be included in an agenda letter as provided by Section 6.9. If the grievance involves financial liability on the part of the Company to employees and if it is not resolved at this step, it may be appealed to Step 3 not later than five (5) working days, excluding Saturdays, Sundays, and holidays, after the decision of the Human Resources Representative, provided written grievances signed by the employees affected are presented to the Human Resources Representative by the Business Agent within the five (5) day appeal period.

**6.11** A grievance which affects a substantial number of employees and which does not involve financial liability on the part of the Company to employees may likewise be submitted by certified mail by the Company or Union and must be included in an agenda letter as provided by Section 6.9 at this step of the procedure and if not resolved, may be appealed to Step 3 of the grievance procedure as hereinafter provided.

**6.12** The Human Resources Representative will render a decision on a grievance appealed to Step 2 as soon as possible but not later than five (5) working days, excluding Saturdays, Sundays, and holidays (unless extended by mutual agreement) after his/ her meeting with the Business Agent on such grievances.

**6.13** If otherwise not provided pursuant to Section 6.7, the Company will produce at Step 2 and Step 3 any and all pertinent information whether or not proprietary. For purposes of grievance handling, the Union is entitled to existing pertinent proprietary information and future created pertinent proprietary information. By proprietary it is meant any information which could damage the Company's reputation or competitiveness or which could be adverse to National security.

If at Step 1 the supervisor or management representative declares pertinent information to be proprietary, the supervisor or management representative will permit the steward to examine the proprietary documents. Both parties will then initial the document. The same procedure will be used for Step 2.

If at Step 2 the Union again requests the pertinent proprietary document, one copy of such document will be provided to the Union upon request. It is understood that such information must be held in the strictest confidence by the Union and cannot be distributed or reproduced in any manner to any party.

The following items which are non-proprietary in nature will be provided to the Union at Step 1, upon request as provided in Section 6.7. Other items which do not appear on this list, will also be provided if requested and pertinent to the grievance.

- Grievants' personnel file
- Time and attendance records
- Crew Load charts
- FAA test results
- Applicable seniority list
- Detail job description sheets
- Safety records
- Employee profile
- Employee entry access records

The parties agree when there is a dispute as to whether requested records are pertinent, the following procedure must be followed.

Upon notification by one party to the other of the existence of a dispute (orally or in writing), a meeting shall be scheduled between the Director - Human Resources and the Union's Secretary-Treasurer to discuss the dispute. Except by mutual agreement, such meeting must be held within three (3) business days of the request. An alternate may be sent to this meeting only through mutual agreement and provided they have complete authority to settle the dispute.

If an agreement cannot be reached on the disputes, the parties shall promptly schedule an expedited arbitration hearing before Mr. David Bloodsworth. If Arbitrator Bloodsworth is not available, Ms. Joan Parker shall be designated to settle the dispute.

- (a) If possible the dispute shall be submitted to the arbitrator on the basis of a conference call to be made as soon as possible after the parties agree that they cannot resolve the dispute. If this method is used, the arbitrator shall render a decision by the end of the conversation or within twenty-four (24) hours thereafter and confirm the decision in writing.
- (b) If a telephonic conference is not possible within three (3) working days of the impasse, then each party shall submit in writing, a statement of position to the arbitrator simultaneously through Express Mail or telecopier and the arbitrator shall render a decision within twenty-four (24) hours of receipt of such position papers.

Compliance with the decision of the arbitrator shall be effected within two (2) business days after the day of the decision or the date of the decision if not made as a result of a telephonic conference.

If the procedure set forth above is delayed by either party, without the consent of the other party, the party causing such delay shall be responsible for the cost of arbitration, including the arbitrator's fee. Otherwise, the fee and expense of the arbitrator shall be divided equally between the Company and the Union. It is the intention of the parties to expedite the resolution of such disputes as expeditiously as possible.

- 6.14** An accredited business agent of Local 1150 may, with permission of the Director - Human Resources or his/her designee, be permitted to enter the plant for the purpose of observing either the condition which gave rise to a grievance which has been appealed to this step of the grievance procedure or other working conditions; provided that such observation is essential and material to the facts presented in such grievance or complaint about working conditions; and provided further, that such visits shall be made in accordance with government regulations and Company rules respecting plant visitors.

### STEP 3

- 6.15** If the grievance is not satisfactorily settled at Step 2, an appeal therefrom may be taken by the Secretary-Treasurer to the Director - Human Resources within five (5) working days, excluding Saturdays, Sundays and holidays after the decision of the Manager - Human Resources at Step 2. Such appeal shall be in writing and shall state specifically the grievance or grievances appealed to this step of the procedure. A conference between the Secretary-Treasurer, or at his/her discretion, the Business Agent and the Director - Human Resources or at his/her discretion, the Manager - Human Resources, shall be held as soon as possible but not later than ten (10) working days, excluding Saturdays, Sundays and holidays, after the receipt of the letter of appeal. The decision of the Director - Human Resources, or his/her designee, shall be rendered as soon as possible, but not later than seven (7) working days after his/her meeting with the Secretary-Treasurer.

- 6.16** The Secretary-Treasurer or his/her designee, may, with permission of the Director - Human Resources or his/her designee, be permitted to enter the plant for the purpose of observing either the condition which gave rise to a grievance which has been appealed to this step of the grievance procedure or other working conditions, provided that such observation is essential and material to the facts presented in such grievance or complaint about working conditions; and provided further, that such visit shall be made in accordance with government regulations and Company rules respecting plant visitors.

### ARBITRATION

- 6.17**
- (a) Any contractual grievance not settled at Step 3 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 exceptions of Article I, Article VII, Section 7.36 and the Letter of Agreement concerning the subcontracting of work.
  - (b) Also, the following grievances, if not settled at Step 3 of this Article, shall be submitted to arbitration upon the request of either party hereto filed in accordance with the provisions of this Article.
    - (1) A grievance alleging that an employee is not properly classified in his/her assigned job code because he/she has performed the essential duties of a different job code within the bargaining unit (at least one labor grade higher than his/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/she would have received had he/she been properly classified during the ninety (90) continuous working days immediately preceding the filing of the grievance.

- (2) A grievance alleging that, in administering the Hourly Job Rating Plan, subsequent to the effective date of this Agreement, the Company has established the labor grade of a new job improperly, or has changed improperly the labor grade of an existing job because of a change which the Company has made in the contents or requirements of such existing job. For the purpose of this Subsection, no job shall be considered to be a new job if it is described in one of the detailed job description sheets describing jobs performed by employees within the bargaining unit as of the effective date of this Agreement and which, prior to that date, was furnished to the Union.
- (3) A grievance by an employee alleging that he/she was not promoted to a particular job in violation of the provisions of Section 8.15. This, however, shall not apply in the case of a promotion to a working leader or crew chief.

(c) Other grievances arising under this contract which are not settled at Step 3 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.

(d) Except for the grievances which can be arbitrated under (a), (b), and (c) of this Section, 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.

8.18 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 the grievant, the Company, and the Union.

8.19 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 size and number of the working force in the active employ of the Company from time to time; whether the Company's work shall be performed by employees of the Company or independent contractors or their employees; the identity of the Company's personnel to whom work shall be assigned; whether transfers, promotions, or demotions are to be made; the identity of or number of new employees to be hired; the schedules of production; shift schedules and hours of work; the methods, processes, and means of manufacturing; and to select and hire employees, including the right to make and apply rules and regulations for production, discipline, efficiency, and safety unless otherwise provided by this Agreement.

8.20 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 except in the case of a dismissal, suspension or disciplinary warning the Company will go first.

8.21 It is agreed that during the term of this Agreement, all grievances subject to arbitration under Section 8.17, shall be referred for a decision to one of the members of a fixed panel of arbitrators which consists of: Mr. Michael Walsh, Mr. David Bloodworth, Mr. Mark Grossman, Ms. Joan Parker, Ms. Susan Halperin and Mr. Nicholas Zumas. 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 grievance. Arbitrations involving discharge or suspension shall be expedited ahead of all other arbitrations not yet scheduled.

8.22 The fee and expense of the arbitrator shall be divided equally between the Company and the Union. However, in the event an arbitration is postponed other than by mutual agreement, the party responsible for the postponement shall bear all related costs.

8.23 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 presented at Step 1. In an overtime grievance an award may be made from the day of the initial complaint.

8.24 An employee who has a grievance may have the assistance of a steward in handling the grievance during working hours by requesting his/her foreman or supervisor to secure the appropriate steward for him/her. The foreman or supervisor shall thereupon arrange to secure the steward promptly. It is recognized that there are some occasions when reasonable delay in calling the steward may be necessary due to production problems.

**6.25** The steward shall not be called for any employee to whom discipline is being administered until the administration of the disciplinary action shall have been completed.

**6.26** A Union steward shall, after notice to and permission from his/her foreman or supervisor, be allowed to leave his/her job or department, if necessary, after making known his/her destination for the purpose of handling grievances in the manner hereinbefore provided. If permission is not given to the steward upon request, and if the grievance is of an emergency nature, the steward may request that the grievance be handled by the nearest steward.

**6.27**

(a) The time so spent by a Union steward during his/her scheduled working hours shall be recorded on a special grievance time card. The steward shall receive pay for such time at his/her regular base hourly wage rate plus cost of living allowance when applicable, including shift premium, if any, but excluding all other premiums and overtime allowances, not exceeding three (3) hours in any work week.

The Company will allow up to eight (8) hours per week additional steward time to cover lost time for stewards who are absent. Such lost time hours will be deducted from the amount billed monthly to the Union, at a rate equal to a maximum Labor Grade Four, plus a cost-of-living allowance, when applicable, excluding any shift premiums.

In the event there is no money owed to the Company for excess steward lost time, the Company has no obligation to credit the Union for such additional lost time hours mentioned above.

(b) Time spent by Union stewards which exceeds that amount allowed under this Article; time spent by the Union EH&S stewards and the Chief EH&S Steward which exceeds that amount allowed under Article X, time spent by job evaluation stewards which exceeds that amount allowed under Article X, will be billed to Teamsters Local No. 1150 on a monthly basis. Any monies due to the Company for this excess time, together with any applicable federal, state and/or local taxes, will be paid monthly by Local 1150 to the Company.

(c) The Company will also provide to the Union a list of the stewards, job evaluation stewards, Union EH&S stewards, and Chief EH&S Steward, whose time exceeds the amount allowed pursuant to Article X.

**6.28** Union stewards shall adhere to the following procedure in handling grievances as provided herein:

(a) Before handling a grievance, a Union steward shall obtain a special grievance time card from his/her foreman or supervisor and shall record the time he/she starts to perform grievance work on such card in the presence of his/her foreman or supervisor.

(b) When it is necessary for a Union steward to enter a department or a section of a department supervised by a foreman or supervisor other than his/her own, he/she shall first report to the foreman or supervisor in charge of such department or section and advise him/her of the purpose of his/her being there. He/she shall request such foreman or supervisor to note in his/her presence the time of his/her arrival on his/her special grievance time card.

(c) When the Union steward leaves that department or section of department, he/she shall contact the foreman or supervisor and have the foreman or supervisor note the time of his/her departure on his/her grievance time card.

(d) Upon his/her return to his/her own department, the Union steward shall immediately record the time of his/her return on his/her grievance time card and return the card to his/her foreman or supervisor.

(e) When the grievance work to be performed does not require that the steward leave the area supervised by his/her own foreman or supervisor, he/she shall follow the procedure described in Section 6.28(a) and he/she shall record the time that he/she finishes such work immediately on his/her grievance time card and return it to his/her foreman or supervisor.

**6.29** Any employee shall have the right to appeal his/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/she shall receive pay at his/her regular rate, including overtime, for the time he/she would have otherwise normally worked less any income he/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 steward for the area in which he/she worked at a location designated by the Company if he/she requests this privilege of his/her foreman or supervisor. Any grievance concerning the discharge/suspension of an employee shall be reduced to writing and presented at Step 2 of the grievance procedure.

**6.30**

(a) 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 the job evaluation steward for the area in which the job is located with the

Manager - Compensation or his/her representative. If such a claim involves a new job or a changed job as defined in Section 6.17(b)2, it must be presented to the Manager - Compensation by the steward within twenty (20) days of the assignment or evaluation of the new or changed job to a labor grade. The steward shall complete his/her presentation of the facts relating to the claim within twenty (20) days after the original presentation. The Manager of Compensation shall render his/her decision on such claim within twenty (20) days after the steward has notified him/her in writing that the Union has completed its submission of facts relating to the claim.

- (b) If requested, but at least once per month, the Chief Union Job Evaluation Steward will meet with the Manager of Compensation to discuss issues related to the Hourly Job Rating plan or process.

**6.31** If no satisfactory adjustment of the matter is reached by the job evaluation steward and the Manager of Compensation, any aggrieved employee assigned to the job in question may then file a written grievance as hereinbefore provided. Such grievance shall be processed beginning with Step 2 of the grievance procedure provided that it is presented at that step not later than ten (10) working days after the decision given by the Manager of Compensation. 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.

**6.32**

- (a) The most recent disciplinary written warning, including a suspension employee memorandum, in a specific category of discipline, e.g. poor attendance, misuse of work time, etc., shall be removed from the employee's file after six (6) months from date of issuance provided the employee has not received any new disciplinary warning or suspension employee memorandum during that six (6) month period in that particular category of discipline.

If other previously issued written warnings or suspension employee memoranda in that specific category of discipline remain on the employee's record after the removal of a disciplinary record as provided above, the next most recent written warning or suspension employee memorandum shall be removed from the employee's file in the six (6) month period following the removal of the first disciplinary record, provided the employee has not received any new disciplinary warnings or suspension employee memoranda during that six (6) month period in that particular category of discipline.

No disciplinary records shall be removed from an employee's record if the employee is unable to avoid receiving any new disciplinary warning or suspension employee memorandum during the six (6) month period in that particular category of discipline.

- (b) Suspension employee memoranda issued for unfitness for work shall be removed from an employee's file after thirty (30) months from the date of issuance.

**6.33** The Company and the Union agree to the following concerning the Environmental, Health & Safety (EH&S) Procedure.

**Section 1**

- (a) 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 EH&S Steward from his/her supervisor. Under normal conditions and subject to the availability of the Union EH&S Steward, the employee's request will be given to the appropriate Union EH&S Steward within two (2) hours from the request. In the event that an employee or Union EH&S Steward reasonably believes that he/she is in imminent danger of serious injury or death from a hazardous condition in the workplace, the employee or Union EH&S Steward shall remove him/herself from harm and have the right afforded to him/her under federal and state law. Further, subject to a review by a Union EH&S Steward and a Company EH&S professional or supervisor, appropriate steps will be taken to eliminate the hazard including, if necessary, shutting down the job. Information on spills or chemical releases that activate the Company's Emergency Response System will be provided to the Union Chief EH&S Steward or the area EH&S Steward, upon request. Injury and accident investigation reports will be given to the area EH&S Steward by the EH&S department as they become available.
- (b) Any EH&S issue which the supervisor of the area has no authority to settle will be reduced to writing and submitted to Environmental Health & Safety which will assign the written complaint to the proper business unit manager. Such EH&S issues will be discussed at Level Two, as provided below, and within three (3) working days of submission.
- (c) The supervisor will give his/her answer at this oral level to the Union EH&S Steward, within three (3) working days. Any unresolved environmental health and safety issues will be reduced to writing by the Union EH&S Steward 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 EH&S complaint, a meeting will be convened between the Union EH&S Steward, the employee, the responsible business unit manager and the supervisor to discuss the issue. At the request of either party, a representative of the EH&S 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 EH&S Steward will have five (5) working days to accept or appeal the answer.

#### Level Two Meeting:

Within five (5) working days of the Union EH&S Steward's appeal, a meeting will be held between the Chief Union EH&S Steward, the Union EH&S Steward, the Manager EH&S (or his/her designee) and the business unit manager (or his/her designee) to discuss the issue. The answer to the complaint will be given within three (3) working days of the meeting. The Union may process unresolved issues to the third step of the grievance procedure in accordance with Article VI, Step 3, Sections 6.15 and 6.16.

- (d) Any disposition of an EH&S complaint accepted by the Union or from which no appeal has been taken, is final, conclusive and binding upon the Company and the Union.

#### Section 2

When the Company and a Union EH&S Steward mutually agree, a Union EH&S Steward 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 3

As necessary, but not more frequently than once a week, the Union Chief EH&S Steward will, upon request, meet with the Manager EH&S, or his/her designated representative, to discuss general environmental, health and safety issues.

#### Section 4

No less than quarterly the Union Chief EH&S Steward, area Union EH&S Steward, and Business Agent of Teamsters Union Local 1150, upon request, will be provided a walk around tour by the appropriate business unit manager (or an individual in a similar management position), the Manager - Human Resources or designee, and a

representative of the EH&S organization. Such requests made to the Manager - Human Resources, will not be unreasonably refused. Of the four (4) quarterly meetings, two (2) will be conducted on first shift, one (1) conducted on the second shift and one (1) will be conducted on the third shift.

#### Section 5

Upon the request of the Union, but not more than four (4) times in a calendar year, a Committee comprised of the Vice President - Environmental, Health, and Safety, the Manager of Health and Safety, the Director of Facilities, or his/her designee, the Union's Chief EH&S Steward, and the Secretary-Treasurer and his/her designee will meet to discuss a mutually agreed upon agenda addressing environmental health and safety issues.

**ARTICLE VII  
WAGES AND HOURS**

- 7.1** On February 18, 2002, the base wage rate of each employee covered by this Agreement will be increased by the forty-one cent (\$0.41) cost-of-living allowance in effect on February 18, 2002, and this new base hourly wage rate will be further increased by three (3.0) percent. Schedule A shows the hourly rate schedule which will be effective February 18, 2002.
- 7.2** On February 17, 2003, the base wage rate of each employee covered by this Agreement will be increased by three (3.0) percent. Schedule B shows the hourly rate schedule which will be effective February 17, 2003.
- 7.3** On February 16, 2004, the base wage rate of each employee covered by this Agreement will be increased by three (3.0) percent. Schedule C shows the hourly rate schedule which will be effective February 16, 2004.
- 7.4** On February 14, 2005, the base wage rate of each employee covered by this Agreement will be increased by three (3.0) percent. Schedule D shows the hourly rate schedule which will be effective February 14, 2005.
- 7.5**
- (a) An hourly cost-of-living allowance shall be determined semi-annually 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 the employee's 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 for Urban Wage Earners and Clerical Workers (CPI-W), All Items, United States City Average (1982-84=100) published by 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 seven of the following dates in the amount of one cent (\$0.01) 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 (\$0.18) per hour.

Effective Date of Adjustment	Based on the Percentage Change in the Index	
	From	To
August 18, 2002	December 2001	June 2002
February 17, 2003	June 2002	December 2002
August 16, 2003	December 2002	June 2003
February 16, 2004	June 2003	December 2003
August 16, 2004	December 2003	June 2004
February 14, 2005	June 2004	December 2004
August 15, 2005	December 2004	June 2005

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 December 2001 Index is 151.0 and the June 2002 Index is 153.7 the calculation is:

Step 1	153.7 - 151.0	= 2.7
Step 2	Divide 2.7 by 151.0 x 100	= 1.7881
Step 3	Round to 1.79% and divide by .15%	= \$0.11 per hour

- 7.6** 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.
- 7.7** 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 execution of this Agreement, unless otherwise agreed to by the Union and the Company. For any month in which the Bureau of Labor Statistics publishes the Index on both the present basis and a new rental equivalence basis, or only on a rental equivalence basis, the rental equivalence basis will be used.
- 7.8** 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 7.5, 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.
- 7.9** Overtime rates will be paid as follows:
- (a) Time and one-half will be paid for:
    - (1) All time worked in excess of eight (8) hours in any one day.
    - (2) All time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.



- (3) All work performed on Saturday, except in the case of employees on continuous seven-day manufacturing or test operations which regularly involve work on Saturdays and Sundays, and 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 an employee's regularly scheduled shift hours, including his/her normal lunch period, except in the case of employees on continuous seven-day manufacturing or test operations.
- (5) All work performed by employees on continuous seven-day manufacturing or test operations on the employee's sixth day worked in his/her work week, except for the first eight (8) hours of any scheduled shift which begins on the preceding day and continues into the sixth day.

(b) Double time will be paid for:

- (1) All work performed on Sunday, except in the case of employees on continuous seven-day manufacturing or test operations which regularly involve work on Saturdays or Sundays, and except for the first eight (8) hours of any scheduled shift which begins on Saturday and continues into Sunday.
- (2) All work performed by employees on continuous seven-day manufacturing or test operations on the employee's seventh day worked in his/her work week, except for the first eight (8) hours of any scheduled shift which begins on the preceding day and continues into the seventh day.
- (3) All work performed on each of the holidays listed below except for the first eight (8) hours of any scheduled shift which begins on the preceding day and continues into the holiday.

2002
Friday, March 29, 2002
Monday, May 27, 2002
Thursday, July 4, 2002
Monday, September 2, 2002
Thursday, November 28, 2002
Friday, November 29, 2002
Wednesday, December 25, 2002
Thursday, December 26, 2002
Friday, December 27, 2002
Monday, December 30, 2002
Tuesday, December 31, 2002

2003
Wednesday, January 1, 2003
Friday, April 18, 2003
Monday, May 26, 2003
Friday, July 4, 2003
Monday, September 1, 2003
Thursday, November 27, 2003
Friday, November 28, 2003
Thursday, December 25, 2003
Friday, December 26, 2003
Monday, December 29, 2003
Tuesday, December 30, 2003
Wednesday, December 31, 2003

2004
Thursday, January 1, 2004
Friday, April 9, 2004
Monday, May 31, 2004
Monday, July 5, 2004
Monday, September 6, 2004
Thursday, November 25, 2004
Friday, November 26, 2004
Monday, December 27, 2004
Tuesday, December 28, 2004
Wednesday, December 29, 2004
Thursday, December 30, 2004
Friday, December 31, 2004

2005
Friday, March 25, 2005
Monday, May 30, 2005
Monday, July 4, 2005
Monday, September 5, 2005
Thursday, November 24, 2005
Friday, November 25, 2005
Monday, December 26, 2005
Tuesday, December 27, 2005
Wednesday, December 28, 2005
Thursday, December 29, 2005
Friday, December 30, 2005

One floating holiday is allowed in each calendar year of the contract.

- (e) 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.



**7.10** The Company shall pay to all hourly-rated employees on the second shift a shift premium equal to ten percent (10%) of their base hourly wage rate plus cost-of-living allowance when applicable, for each hour worked.

**7.11** The Company shall pay to all hourly-rated employees on the third shift seven and one-half cents (\$0.075) per hour in addition to the base hourly rate plus cost-of-living allowance when applicable. Hourly-rated employees on the third shift whose regular shift comprises not more than six and one-half (6.5) working hours and who work a full six and one-half (6.5) hours on that shift shall receive therefore eight (8) hours' pay. All work performed on such third shift over six and one-half (6.5) hours shall be considered overtime and shall be paid for at time and one-half.

**7.12** In the event the Company determines that mandatory overtime is required of third shift employees and the shift is less than six and one half (6.5) hours, the third shift premium shall be prorated.

**7.13** 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 third shift premium.

**7.14** Any employee reporting for work, who has been working on the previous work day and has not been notified that there will be no work shall receive four (4) hours' pay 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 case of any stoppage of work, strike, sympathy strike, or slowdown or in any case or condition beyond the control of the Company.

**7.15** An employee, who is not scheduled to work, and who, after completing the regularly scheduled shift or extension thereof, is called back for emergency work after he/she has left the premises, or an employee who is called in for emergency work on Saturday or Sunday (or in the case of employees on continuous seven-day manufacturing or test operations, their sixth (6th) or seventh (7th) day), and who reports for work after such call-back or call-in at a time which is more than six (6) hours prior to the beginning of the regularly scheduled shift, shall receive not less than six (6) hours' work at the rate of pay applicable for such hours of work. This provision shall not apply if six (6) hours of work is not available because of any stoppage of work, strike, sympathy strike, or slowdown or in any other case beyond the control of the Company.

**7.16** 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.

**7.17** The Company agrees that it will, insofar as it may be practicable, make an equal distribution of overtime among the qualified employees, within the overtime area, who are regularly employed on such work. Such distribution shall be made on the respective shifts on which the overtime work occurs. Inequalities measured over the thirteen (13) week period which exceed twenty-four (24) hours paid may be made a matter of grievance. If in the succeeding thirteen (13) week period the inequality has not been satisfactorily addressed, the grievance meeting will be reconvened.

In the event an inequality is agreed upon between the parties, an attempt will be made to reach a mutually agreeable settlement, which may include a monetary remedy.

In the event the grievance is not resolved and pursued to arbitration and the arbitrator rules in favor of the grievant, he/she will not be precluded from granting a monetary remedy.

**7.18** Hourly-rated employees who meet all of the following eligibility rules and conditions shall be paid for: Friday, March 29, 2002; Monday, May 27, 2002; Thursday, July 4, 2002; Monday, September 2, 2002; Thursday, November 28, 2002; Friday, November 29, 2002; Wednesday, December 25, 2002; Thursday, December 26, 2002; Friday, December 27, 2002; Monday, December 30, 2002; Tuesday, December 31, 2002; Wednesday, January 1, 2003; Friday, April 18, 2003; Monday, May 26, 2003; Friday, July 4, 2003; Monday, September 1, 2003; Thursday, November 27, 2003; Friday, November 28, 2003; Thursday, December 25, 2003; Friday, December 26, 2003; Monday, December 29, 2003; Tuesday, December 30, 2003; Wednesday, December 31, 2003; Thursday, January 1, 2004; Friday, April 9, 2004; Monday, May 31, 2004; Monday, July 5, 2004; Monday, September 6, 2004; Thursday, November 25, 2004; Friday, November 26, 2004; Monday, December 27, 2004; Tuesday, December 28, 2004; Wednesday, December 29, 2004; Thursday, December 30, 2004; Friday, December 31, 2004; Friday, March 25, 2005; Monday, May 30, 2005; Monday, July 4, 2005; Monday, September 5, 2005; Thursday, November 24, 2005; Friday, November 25, 2005; Monday, December 26, 2005; Tuesday, December 27, 2005; Wednesday, December 28, 2005; Thursday, December 29, 2005; Friday, December 30, 2005; and a floating holiday in each calendar year of the contract.

**7.19** An employee shall receive eight (8) hours' pay at the employee's regular base hourly rate plus cost-of-living allowance when applicable, including shift premiums, but excluding bonuses or overtime allowances for each such holiday not worked provided the employee meets all of the following provisions:

(a) The employee has at least thirty (30) days of continuous service as of the day preceding the holiday, and

(b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, (except for employees on continuous seven-day manufacturing or test operations), and

(c) The employee must have worked the last complete scheduled shift prior to and the next complete scheduled shift after such holiday; provided, however, that this Subsection c shall not apply in the event that an absence either for not more than fifteen (15) consecutive working days prior to or an absence for not more than fifteen (15) consecutive working days after such holiday (but not both) has been excused because of the employee's illness when the employee has provided a doctor's note covering the entire period of his/her absence or because of a death in the employee's immediate family. Absence on either the day before the holiday or the day after the holiday (but not both) may also be excused for some other emergent reason satisfactory to the Company. For the purpose of this Subsection, immediate family is defined as spouse, child, stepchild, father, mother, father-in-law, mother-in-law, stepparent, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, legal dependent, brother, sister or grandparent of employee's spouse.

**7.20** An employee who would have been eligible for holiday pay under these provisions except for failure to meet the eligibility rules and conditions set forth in Section 7.19 solely because of a requirement, 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 purposes of active 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/she would have received had he/she been working on his/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 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.

**7.21** When any of the above holidays falls within an eligible employee's scheduled vacation period and the employee is absent from work on such holiday because of such vacation, such employee shall be granted an additional eight (8) hours pay at the regular base hourly rate plus cost-of-living allowance when applicable, including shift premiums but excluding bonuses or overtime allowances. In addition, such an occurrence will be counted as holiday time and will not be deducted from an employee's vacation eligibility.

**7.22** The Company may, at its option, observe the holidays listed in Section 7.18 if not operating its plants, departments, or sections thereof or it may schedule such

holidays as regular work days. 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.

**7.23** 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, as much notice as is possible shall be given.

**7.24** Employees eligible for holiday pay under these provisions who are scheduled to work and who perform work on any of the above-named holidays shall be paid in accordance with Section 7.19; and in addition, twice their regular base hourly wage rates plus cost-of-living allowance when applicable, for all hours worked on such holiday.

**7.25** To be eligible for a floating holiday an employee must request such holiday at least one (1) week prior to taking it and receive approval of that request from the Company. In addition to the foregoing, the other provisions of this Article regarding holiday pay eligibility shall apply to the floating holiday.

**7.26** It is recognized that the administration and operation of the Hourly Job Rating Plan are the functions and responsibilities solely of management. The basic Hourly Job Rating Plan now in effect will be continued during the life of this Agreement.

**7.27** The Hourly Job Evaluation Steward will be granted an on-site inspection of a job, accompanied by a Compensation/Human Resources Representative prior to or after submission of a grievance at a mutually agreed time. During such review, questions may be directed to employees doing the work allowing for minor work interruption. The results of such review will be provided, verbally or in writing, to the Job Evaluation Steward within twenty (20) days of the completion of the review. In addition, the Job Evaluation Steward will be advised of new or revised job description sheets and be given an 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 decisions regarding the scoring of all job rating factors. The Company shall retain the exclusive right to implement any new or revised job classifications or job description sheets. The Job Evaluation Steward will be informed in advance of the implementation of any job classification or job description sheet. It is understood that nothing herein limits the rights of the Union to submit a claim under the Hourly Job Rating Plan alleging a job has been improperly assigned or evaluated to a labor grade, as set forth in Sections 6.30 and 6.31.

**7.28** The Company has furnished the Union with copies of the detailed job description sheets for all jobs being performed by employees within the bargaining unit as of the date of the execution of this Agreement. If the Company, in administering the Hourly Job Rating Plan, subsequent to that date, shall establish a new job to be

performed by employees within the bargaining unit or change the labor grade of a job being performed by such employees, it will provide the Union with detailed job description sheets covering such new or changed jobs as defined in Section 7.26, within twenty (20) days following final approval of such jobs.

**7.28** Wage rate progression from Minimum 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 (\$0.10) per hour after completion of each fifteen (15) full weeks of satisfactory job performance subject to the following (b) through (g) below:

- (a) Automatic increases for each employee who is being paid Minimum Rate or above but less than Maximum Rate will be scheduled at fifteen (15) week intervals from the date the employee last received an automatic increase.
- (b) Automatic increases for an employee hired or transferred into the bargaining unit will be scheduled at fifteen (15) week intervals from the beginning of the next pay period after date of hire or transfer. In no instance will any employee be paid at less than the minimum of his/her grade.
- (c) Automatic increases for an employee promoted or demoted will be scheduled at fifteen (15) week intervals from the effective date of such change in grade if the employee's rate is below the Maximum Rate of the new grade.
- (d) In-grade transfers will not affect the scheduling of an employee's next automatic increase.
- (e) An employee paid eleven cents (\$0.11) or twelve cents (\$0.12) below the Maximum Rate shall be given an increase to the Maximum Rate on his/her next automatic increase date.
- (f) 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 fifteen (15) week intervals or giving increases larger than those provided in this Section.
- (g) If an employee is absent for twenty-five (25) consecutive working days or more, excluding vacations, holidays, jury duty, or military service as provided in Article X, the period of such absence shall not be counted towards the time for the next automatic increase.

**7.29** Effective the same date as a promotion, the employee will receive an increase of at least twenty-five cents (\$0.25) per hour.

**7.31** An employee who is demoted will be paid the Maximum Rate of the lower grade or retain the rate then being paid, whichever is the lower. This Section shall not apply however, if such employee is demoted as a result of failing to successfully complete the ninety (90) day trial period and is demoted pursuant to the provisions of Section 8.15(b)(4). Such employee shall be returned to his/her rate of pay prior to the promotion adjusted for any general increase and/or automatic progression increase which would have resulted if the promotion had not occurred. Further automatic progressions, if applicable, will be calculated from the date of the demotion.

**7.32** A first shift employee who is required to be absent from work in order to report for jury examination on a regularly scheduled work day will receive a jury-duty allowance in an amount not to exceed eight (8) hours' pay at the employee's regular base hourly wage rate plus cost-of-living allowance when applicable.

(a) When any employee is required to be absent from work on a regularly scheduled work day in order to serve as a juror, the employee shall be granted pay for those hours for which he/she is absent from work for this reason at the employee's regular base hourly rate plus cost-of-living allowance when applicable, less the fee or other compensation paid him/her with respect to such jury duty. 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 8-hour work days or part days in any calendar year less the fee or other compensation paid the employee with respect to such jury-duty pay.

(c) Third shift employees ordered to serve as jurors who choose to be absent from work may be excused for either the shift preceding or the shift following the date of jury service, but not both.

(d) Second shift employees who are ordered to serve as jurors, and who are excused from jury service one and one half (1.5) hours prior to the start of their shift on any regularly scheduled work day 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.

The provisions of Section 7.31 shall not apply in 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.

**7.33** To be eligible to receive pay for time lost from work because of jury examination or jury duty, an employee must notify his/her supervisor not later than forty-eight (48) hours after receiving notice to report for such examination or duty and must provide the Company, within one (1) week 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 on each day for which a jury-duty allowance is claimed and the amount of regular jury fees paid.

**7.34** In the event of an eligible employee's absence from work due to illness or personal reasons, the employee shall be entitled to leave with pay during each year of continuous and active service as provided below:

(a) For the purpose of this Section, the period during which an employee shall be eligible for leave with pay shall begin on January 1 of each year and end on December 31 of that year.

(b) An employee who on December 31 of any year during the term of this Agreement had 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.

(c) An employee who on December 31 of any year during the term of this Agreement had 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.

(d) Pay for one (1) day of leave means pay for eight (8) hours at the employee's regular base rate of pay plus cost-of-living allowance when applicable, exclusive of all premiums, bonuses, or overtime payments.

(e) The Company will distribute leave entitlement checks for all eligible employees by no later than March 7, for 2002, March 6, for 2003, March 4, for 2004, and March 3, for 2005. Employees who do not wish to receive their leave entitlement pay in the March distribution of any given year, have the option, after notifying the Company, to receive their remaining leave entitlement pay in December of that year.

(f) An eligible employee, as defined in Section 7.34(c) will be permitted to utilize up to 40 hours of personal leave. Such personal leave may be taken in four (4) hour increments. A third shift employee shall be entitled to thirty-two and one half (32.5) hours of personal leave in increments of three and one quarter (3.25) hours. Such absences shall be excused under the attendance policy and charged zero (0) points.

(1) Any eligible employee, as defined in Section 7.34(c), shall be entitled to carry forward up to sixteen (16) hours of personal leave that remains unused at the end of the personal leave eligibility year into the next calendar year. In no event, will any employee having been absent for five (5) days or more during the calendar year, (excluding vacations, jury duty, military leave, bereavement leave,

authorized FMLA leave, and Union business), be allowed to carry-over unused personal leave days into the next calendar year.

(2) Unused personal leave can be carried forward only to the next calendar year. If the employee fails to use the unused personal leave in that succeeding calendar year, he/she may not carry that time forward again.

(3) Payment for such unused personal leave shall be made in accordance with the terms of Sections 7.34(d) and (e).

(g) No employee shall be paid under this Section for a part-day absence other than as described in Section 7.34(f).

(h) To be eligible for pay for unused personal leave, an employee must be actively employed on December 31 of the personal leave year. There shall be no prorated payment to terminating or laid off employees. Employees terminated due to layoff however, shall receive payment for any unused leave.

(i) 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 personal leave benefits.

**7.35** An employee who is absent from work on a scheduled work day (excluding Saturdays, Sundays, holidays, vacations, and authorized leaves of absence) for the purpose of attending the funeral of a member of the employee's immediate family will be compensated for time necessarily lost by reason of such absence up to a maximum of three (3) days. Such paid absence will normally terminate the day of the funeral. 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 when applicable, exclusive of all premiums, bonuses, or overtime allowances.

(a) Payment shall not be made for such absences unless the employee claiming such payment (1) shall have notified his/her supervisor promptly upon learning of the death of a relative and (2) shall have submitted a request for payment within forty-eight (48) hours after return to work from such absence. Verification acceptable to the Company of the death of and relationship of the relative of the employee claiming such payment shall be given to the Company upon request.

Employees scheduled for mandatory overtime on a Saturday, Sunday, or holiday, who are absent on such scheduled Saturday, Sunday, or holiday

for the purpose of attending the funeral of a member of the employee's immediate family, will be eligible for funeral pay under the guidelines within this Section.

- (b) For the purpose of this Subsection, immediate family is defined as spouse, child, stepchild, father, mother, father-in-law, mother-in-law, stepparent, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, legal dependent, brother, sister, or grandparent of employee's spouse.

**7.36** The Hourly Employee Recognition Program will be continued for the purpose of providing supervision with the means to recognize various levels of group and individual categories: Group Events and Appreciation Awards.

Group Events are to reinforce group morale, team effort, and accomplishments. Appreciation Awards are for recognition of superior performance and are awarded shortly after the completion of a task.

Such awards will be made wholly at the Company's discretion and will not be subject to the grievance procedure.

## ARTICLE VIII SENIORITY

In case of an indefinite layoff for lack of work, employees shall be laid off and recalled by non interchangeable occupational groups in accordance with their seniority (length of continuous service with the Company since the most recent date of hire).

Solely for the purpose of layoff and recall, there are two separate seniority areas:

- (a) The Development Flight Test Center located in West Palm Beach, Florida;
- (b) All Connecticut operations locations.

Whenever there is an increase in the work force after a layoff, the reverse of the above layoff procedure shall be followed.

Whenever it becomes necessary to reduce the working force in any job classification where there is no indefinite layoff for lack of work, or as the result of a reallocation following a layoff, the following procedure shall be applied. Employees classified in the affected job classification in the particular occupational group, whose seniority is insufficient to entitle them to remain in their job classification shall be transferred, or reclassified in a job in a lower labor grade, in accordance with the following:

- (a) An employee with seniority who is excess as a result of a reduction in his/her job classification will be transferred or reclassified in a job in a lower labor grade.
- (b) For a period of twelve (12) months following any such transfer or demotion, an affected employee who has not been laid off from the new job, shall retain a right to return to his/her previous job classification and/or labor grade by seniority prior to such job being filled by any employee with less seniority.

The non interchangeable occupational groups mentioned in Sections 8.1 and 8.4 have been mutually agreed upon and are incorporated and made part of this Agreement as Appendix A attached hereto.

Nothing herein shall preclude the Company from offering a transfer to an employee scheduled to be laid off from a job in one occupational group to a job in a different occupational group, nor from recalling without loss of seniority an employee laid off from one occupational group to a job in a different occupational group in which no laid-off employee retains seniority.

**8.7** Due to the great amount of work involved in a layoff, it is agreed that in any layoff of three hundred (300) or more employees, the Company shall have a maximum period of ten (10) days from the date of the layoff during which the Union agrees that grievances arising out of the layoff will not be filed.

**8.8** The Company, however, agrees to investigate and correct, where necessary, any claimed violations of this Article which are brought to its attention during this period. The Company shall be liable for back wages claimed for any part of this period and arising out of an alleged violation of this seniority article. The five (5) day limitation on the presentation of grievances as provided in Section 6.2 will not begin until the period mentioned in Section 8.7 has expired.

**8.9** Before new employees are hired in a given occupational group, the employees with seniority who are still laid off from that occupational group shall first be offered employment in that occupational group from which they were laid off at the then existing rate of pay for the job to which they are recalled in accordance with seniority. Employees who were demoted as a result of a reallocation of employees following a layoff 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 8.24 and will be given the opportunity to return to that job as openings become available in accordance with their seniority. Where the former position has been upgraded or where the essential elements of that position have been combined with another resulting in a higher labor grade, the employee shall be placed in the higher position.

**8.10** If an employee on layoff or an employee scheduled for layoff accepts an available job opening in an occupational group other than his/her own in which there is no one on layoff with recall rights, he/she shall retain his/her seniority in his/her original occupational group for a period of sixty (60) days at the expiration of which time his/her seniority will be transferred to the new occupational group.

**8.11** 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, the Union will be notified no later than 12:00 p.m., prior to the day of the employees' notification of layoff. A list will be supplied indicating the names of the employees to be laid off and their seniority status in relation to the remaining employees in the occupational group.

**8.12** The Company agrees to furnish the Union a bimonthly service record in clock number order and a biweekly list of promotions for employees covered by this Agreement. Additionally, the Company agrees to furnish the Union on a monthly basis the following lists: an address list in clock number order, a seniority list of the employees covered by this Agreement, and the names and addresses of new hires covered by this Agreement.

**8.13** An employee shall be considered a probationary employee for the first ninety (90) days of his/her employment, and thereafter his/her seniority shall be from his/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.

**8.14** No employee shall be eligible by reason of his/her seniority to be transferred or recalled to a higher-rated job as a result of layoff.

**8.15**

(a) Whenever promotions are made to labor grade 10 and labor grade 9 jobs, they shall be made as follows:

- (1) Whenever practicable, the most senior employee in a lower labor grade in the department in the occupational group in which the opening occurs shall be given a trial period of not less than five (5) nor more than ten (10) working days to demonstrate he/she can perform the duties of the higher graded job.
- (2) If supervision determines the senior employee is qualified to perform the higher graded job, the employee will receive the promotion to the higher graded job. If supervision determines the employee is not qualified, he/she shall return to his/her previous assignment. If the senior employee is determined not to be qualified and is returned to his/her previous assignment, he/she may grieve the promotion of the junior employee pursuant to Section 8.15(a)(3).
- (3) Should it be determined that the senior employee is not qualified for the promotion, the promotion to the labor grade 10 and grade 9 job shall then be made by the supervisor on the basis of the coequal standards of seniority, ability and fitness of the employee. It is understood that the employees who may file a grievance concerning such a promotion are those assigned to the department in which the promotion occurs or in the department from which the promotee was transferred.
- (4) The senior employee who is not qualified for the promotional opportunity shall not be eligible for a new trial period should the same opening occur within six (6) months from the initial trial period.



(b) Effective January 1, 1994, and contingent upon development of a test or series of tests designed to determine suitability for promotions to specific jobs, promotions to labor grade 8, 7 and 6 jobs shall be made as indicated below. The components of such tests shall include literacy and math measurements, learning ability and skills assessment as appropriate for the promotional opportunity.

- (1) Employees eligible for promotion will be given the opportunity to take such a test twice per calendar year, at a minimum, and quarterly, if the number of eligible employees warrants or is sufficient enough for the Company to do so. Eligible employees should notify the Company of their interest in taking such a test. An employee must have at least three (3) months of continuous and active service with the Company in order to be eligible to take a test. It is understood, the determination of whether the test will be offered more than twice per calendar year, shall be left to the discretion of the Company. The tests will be administered and scored by an independent third party mutually acceptable to both the Company and Union or a Company and Union designee as the parties deem appropriate.
- (2) An employee who passes the test shall be considered available for promotion to a position in the next highest labor grade to the appropriate job classification within his/her promotional path. An employee who has not passed the test will not be considered for promotion to a higher graded job, except as provided in Section 8.15(b)7.
- (3) When a labor grade 8, 7 or 6 promotional opportunity occurs the most senior employee who has passed the test, in the department, in the labor grade(s), and in the occupational group(s) within the promotional path in which the opening occurs, will be promoted to the higher graded job. If, following a trial period of ninety (90) calendar days, supervision determines the senior employee is qualified to perform the higher graded job, the employee will remain in the higher graded position at the end of the trial period. This does not require the Company to promote any employee to fill an opening nor does it preclude the Company from filling any position by hiring, lateral transfer or demotion.
- (4) If supervision determines the most senior employee is not qualified based upon the trial period, he/she shall be demoted and returned to his/her previous assignment at his/her rate of pay preceding the promotion, paid in accordance with Section 7.30, and the next most senior employee who meets the requirements specified in Subsection (3) above may be promoted to the higher graded job

and will be subject to a ninety (90) day trial period if promoted. An employee demoted under this Section may grieve such demotion pursuant to Article VI. It is understood the basis for the demotion will be the employee's performance during his/her unsuccessful trial period.

- (5) The senior employee who was demoted because of the unsatisfactory trial period shall not be eligible for promotion should the same opening occur within six (6) months from the date of the demotion.
- (6) The Company also reserves the right to bypass a senior employee who satisfactorily completed the test up to a maximum number of twenty-five (25) promotions in grades 8, 7 and 6 in any given calendar year. If the senior employee is determined not to be qualified under this Section and bypassed for promotion, he/she may grieve the promotion of the junior employee on the basis of the coequal standards of seniority, ability and fitness of the employee. The senior employee who was by-passed under this Section shall not be considered eligible for a promotion should the same opening occur, within six (6) months from the effective date of such promotion.
- (7) An employee who did not initially meet the minimum requirements of the test(s) may not retest any earlier than six (6) months from the initial test, provided the employee submits proof of acceptable remedial training. Where no evidence of remedial training is submitted by the employee, he/she may not retest for a period of twelve (12) months from the initial test. Testing schedules may be developed by the Company on a fixed calendar basis, (i.e., January, July) by department(s). In this event, the six (6) and twelve (12) month intervals referred to in this Section would be the next appropriate scheduled date from the intervening period.
- (8) Notwithstanding the above, any promotions to working leader, irrespective of labor grade, will continue to be made on the basis of the coequal standards of seniority, ability and fitness of the employee.
- (9) All other promotions other than to supervisory jobs shall be made on the basis of the coequal standards of seniority, ability and fitness of the employee. It is understood that the employees who may file a grievance concerning such a promotion are those assigned to the department in which the promotion occurs or in the department from which the promotee was transferred.

**8.16** Temporary layoffs due to breakdown, shortage of materials, or causes of a like nature not to exceed seven (7) 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 with notification to the Union.

**8.17** The Company agrees in the event an opening exists it will accommodate written shift transfer requests within the department and job code strictly by seniority. However, the Company may, for a period not to exceed six (6) calendar months, assign any employee or employees, irrespective of seniority, to any shift due to business necessity or due to an employee hardship. In the event the Company elects to delay the employee's transfer due to business necessity or an employee hardship, the employee will be notified and advised the date his shift transfer will take effect. Notwithstanding the above, an employee assigned to a particular shift may not bump an employee from any other shift strictly on the basis of his/her seniority.

In cases when it is necessary to readjust personnel for any reason, reallocation of employees will be done in a manner which permits the more senior employees to be assigned to the shift of their preference.

**8.18** An employee transferred from one occupational group to another within the same seniority area shall have his/her seniority transferred to the occupational group to which he/she is transferred as of the date his/her transfer becomes effective, and the Company will notify the employee that he/she is in a different occupational group.

For the purposes of layoff only, and except as provided in Section 8.6, an employee demoted or laterally transferred within the same seniority area from one noninterchangeable occupational group to another shall have his/her seniority transferred to the noninterchangeable occupational group to which he/she is transferred sixty (60) calendar days after the date on which the transfer becomes effective.

For the purposes of layoff only, an employee transferred from one seniority area to another shall have his/her seniority transferred to the new seniority area twelve (12) months after the date on which the transfer becomes effective.

**8.19** Upon written application by the Union, the Company will grant one (1) leave of absence for one (1) year, but not less than one (1) year, to any employee who enters the employ of either the local Union or the International Brotherhood of Teamsters. An extension of such leave for an additional period of one (1) year, but not less than one (1) year, shall be granted upon written application made prior to the expiration of the first year of leave. In the case of any employee who enters the employ of the local Union or the International Brotherhood of Teamsters, to occupy an office the term of which is two (2) years or more, the

Company will grant one (1) leave of absence for the term of said office; provided, however, that no leave of absence granted under this Section shall exceed twenty-five (25) years.

(a) If an employee who has been granted such leave of absence reports for work at the beginning of the first regular work day after the termination of such leave, he/she shall be reemployed on the same general type of work which he/she did last prior to his/her leave at the wage rate existing in the plant at the time of his/her return for the job on which he/she is reemployed.

(b) During such leave of absence such employee shall accumulate his/her seniority; however, the employee shall not accumulate Continuous Service Credits for the purpose of computing minimum benefits under the Company's Retirement-Income Plans. His/her reemployment shall be subject to the condition that he/she is able to perform the duties required of him/her and that he/she would not have been subject to layoff under this Article had he/she been in the employ of the Company during the period of his/her leave of absence.

**8.20** If any employee of the Company was transferred to a supervisory position before January 1, 1997, including a position within United Technologies International, so as to exclude him/her from the coverage of this Agreement, and is hereafter transferred to a position within the coverage of this Agreement, his/her seniority shall include the period of time spent in such supervisory position. Any such employee similarly transferred out of the bargaining unit after January 1, 1997 and then transferred back to the bargaining unit, shall return with his/her bargaining unit seniority only.

Additionally, no employee who has earlier been transferred out of the bargaining unit to a non-supervisory position shall be transferred back to the bargaining unit after January 1, 1997.

Any salaried employee who is transferred back to the bargaining unit in accordance with Section 8.20 may be returned to the same labor grade in a similar position he/she held while in the bargaining unit, as long as he/she is more senior than any employee who is on layoff with recall rights. Where the former position has been upgraded or where the essential elements of that position have been combined with another resulting in a higher labor grade, the employee shall be placed in the higher position.

An employee shall lose his/her seniority rights under any one of the following circumstances:

(a) If he/she resigns.



- (b) If he/she is discharged for just cause.
- (c) If he/she is laid off for lack of work for a period of time exceeding his/her length of continuous service at the time of layoff, up to a maximum of forty-eight (48) months.
- (d) If he/she fails to report for work within five (5) 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.

It shall be the responsibility of the employee to notify the Company, by certified mail, of any change of address during the employee's period of recall. Such notification shall be made to the facility at which he/she was employed immediately preceding his/her being laid off; either the Employee Relations Office at Sikorsky Aircraft, 6900 Main Street, P.O. Box 8729, Stratford, CT, 06615-0129, or Sikorsky Aircraft, 17900 Beeline Highway, P.O. Box 109610, West Palm Beach, FL, 33410-9610.

**9.22** For all purposes the seniority rights of all employees included in the bargaining unit described in Article II shall be the rights provided by this Agreement provided, however:

- (a) In the case of layoff, and for the sole purpose of maintaining Union representation necessary in the operation of the grievance procedure the Union shop stewards referred to in Article X, Union EH&S stewards as referred to in Article X and job evaluation stewards as referred to in Article X shall during such steward's term of office, head the seniority list in his/her occupational group, in his/her steward area and on his/her shift, and will not be laid off until all other employees in his/her labor grade (or lower labor grade) in his/her occupational group, in his/her steward area and on his/her shift, have been laid off. In addition, the Union EAP Coordinator as referred to in Letter 16 shall also during his/her term of office head the seniority list in his/her occupational group, in his/her work area and on his/her shift, and will not be laid off until all other employees in his/her labor grade (or lower labor grade) in his/her occupational group, in his/her work area, and on his/her shift, have been laid off.
- (b) A Union shop steward, Union EH&S steward, or a job evaluation steward will not be transferred or promoted to a job outside of his/her steward area unless he/she notifies the Company in writing that he/she wishes to be considered for such a job during which time he/she shall maintain his/her position as a steward; provided, however, that this Subparagraph (b) shall not apply (1) if there is no job of the same or lower labor grade which he/she is qualified to perform in his/her occupational group in such area.

(2) in case of an emergency; or (3) if his/her department is being transferred to another location outside such area.

**9.23** Employees who are displaced because of the discontinuance of operations or departments will, whenever practicable, be transferred to other jobs at the rate for the job to which they are assigned without loss of seniority.

**9.24** An employee may be temporarily transferred from one occupational group to another without change in pay or loss of seniority status in the occupational group from which he/she was transferred. Such temporary transfers will be limited to a period of not more than thirty (30) days unless extended by mutual agreement between the Company and Union.

## ARTICLE IX VACATIONS

- 9.1** A vacation consisting of three (3) working days will be allowed to an hourly-rated employee who was hired between January 1<sup>st</sup> and June 30<sup>th</sup> of any year. No employee will be eligible for any vacation until the completion of his/her probationary period.
- 9.2** A vacation of one (1) week consisting of five (5) working days will be allowed to an hourly-rated employee who during the anniversary year, which begins on January 1, will have been continuously and actively in the employ of the Company for a period of at least one (1) year.
- 9.3** A vacation of two (2) weeks consisting of ten (10) working days will be allowed to an hourly-rated employee who, during the anniversary year, which begins on January 1, will have been continuously and actively in the employ of the Company for a period of at least two (2) years.
- 9.4** A vacation of three (3) weeks consisting of fifteen (15) working days will be allowed to an hourly-rated employee who, during the anniversary year, which begins on January 1, will have been continuously and actively in the employ of the Company for a period of at least eight (8) years.
- 9.5** A vacation of four (4) weeks consisting of twenty (20) working days will be allowed to an hourly-rated employee who, during the anniversary year, which begins on January 1, will have been continuously and actively in the employ of the Company for a period of at least eighteen (18) years.
- 9.6** A vacation of five (5) weeks consisting of twenty-five (25) working days will be allowed to an hourly-rated employee who, during the anniversary year, which begins on January 1, will have been continuously and actively in the employ of the Company for a period of at least twenty-five (25) years.
- 9.7** An hourly-rated employee who does not meet the requirements of either Section 9.1, 9.2, 9.3, 9.4, 9.5 or 9.6 shall receive no vacation, and every employee who does meet the requirements of one or more of these sections shall receive only the vacation specified in that Section which gives him/her the longest vacation.
- 9.8** Any employee who is eligible for a vacation under this Article shall receive a vacation or vacation pay even if he/she is not actively in the employ of the Company on the day preceding the start of his/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/she was eligible for in the anniversary year or at the completion of his/her ninety (90) day probationary period as noted in Section 9.1,

the vacation pay allowance will be paid; provided, however, that this Section shall not apply in the case of any employee who is discharged for stealing or for using, possessing or selling drugs or alcohol on Company time or Company premises.

- 9.9** 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 9.2, 9.3, 9.4, 9.5 or 9.6 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. 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. Pro-rata vacation pay shall be calculated by using the gross earnings received by the employee in the calendar year of his/her termination, multiplied by the appropriate percentage representing the number of eligible vacation weeks as determined in Sections 9.2, 9.3, 9.4, 9.5 and 9.6.
- 9.10** The vacation pay allowance for an employee whose eligibility for a vacation is established by Section 9.1 shall be twenty-four (24) times his/her base hourly rate on the Monday preceding the week in which he/she takes his/her vacation plus cost of living allowance when applicable, and shift premium.
- 9.11** A vacation pay allowance for an employee whose eligibility for a vacation is established by Section 9.2 shall be one of the following:
- (a) Forty (40) times his/her base hourly rate, plus cost of living allowance and shift premium when applicable, provided the employee's continuous and active service as of December 31<sup>st</sup> of the preceding year was less than six (6) months.
  - (b) Four percent (4%) of such employee's gross earnings paid during the period ending on or before December 31<sup>st</sup> of the year preceding the year in which the vacation is given provided the employee's continuous and active service as of December 31<sup>st</sup> of the preceding year was at least six (6) months, but less than one (1) year; or
  - (c) Two percent (2%) of such employee's gross earnings paid during the fifty-two (52) week period ending on or before December 31<sup>st</sup> of the year preceding the year in which the vacation is given provided the employee's service as of the above December 31<sup>st</sup> of the preceding year was at least one (1) year, but less than two (2) years.
- 9.12** The vacation pay allowance for an employee whose eligibility for a vacation is established by Section 9.3 shall be four percent (4%) of such employee's gross earnings paid during the fifty-two (52) week period ending on or before December 31<sup>st</sup> of the year preceding the year in which the vacation is given.

**9.13** The vacation pay allowance for an employee whose eligibility for a vacation is established by Section 9.4 shall be six percent (6%) of such employee's gross earnings paid during the fifty-two (52) week period ending on or before December 31<sup>st</sup> of the year preceding the year in which the vacation is given. For the purposes of this Section only, gross earnings shall include one (1) week of the vacation pay such an employee received during the previous year.

**9.14** The vacation pay allowance for an employee whose eligibility for a vacation is established by Section 9.5 shall be eight percent (8%) of such employee's gross earnings paid during the fifty-two (52) week period ending on or before December 31<sup>st</sup> of the year preceding the year in which the vacation is given. For the purposes of this Section only, gross earnings shall include two (2) weeks of the vacation pay such an employee received during the preceding year.

**9.15** The vacation pay allowance for an employee whose eligibility for a vacation is established by Section 9.6 shall be ten percent (10%) of such employee's gross earnings paid during the fifty-two (52) week period ending on or before December 31<sup>st</sup> of the year preceding the year in which the vacation is given. For the purposes of this Section only, gross earnings shall include three (3) weeks of the vacation pay such an employee received during the preceding year.

**9.16** Regardless of the number of paychecks received in any year, no more than 26 weeks' or 52 weeks' gross pay shall be used in computing any vacation pay allowance. The Company will distribute all vacation pay checks on or about February 28, 2002, and the last pay day in February 2003, 2004 and 2005.

**9.17** For the purpose of this Article, gross earnings shall include all straight-time pay, overtime pay, holiday pay, shift premiums, and cost of living allowance when applicable, but shall exclude money received as employee suggestion awards and vacation pay, except as provided in Sections 9.13, 9.14 and 9.15; provided that where, during the period for which gross earnings are computed, an employee suffers a compensable injury requiring absence from work and consequent loss of pay, his/her gross earnings for the period shall be increased by an amount eight (8) times his/her base hourly rate plus cost of living allowance when applicable, exclusive of shift premiums on December 31<sup>st</sup> of the year preceding the year in which the vacation is given, for each regularly scheduled work day (but not to exceed five (5) days in any work week) during such absence from work.

**9.18** 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. The determination and the scheduling of vacation periods, if there is to be a vacation, will be made by management during the period January 1<sup>st</sup> through December 31<sup>st</sup>. Employees who are entitled to one (1) week of vacation or less under the terms of this Article, must reserve such vacation to be utilized during the Plant

Shutdown. Employees with more than one (1) week of vacation must reserve one (1) week to be utilized during the Plant Shutdown. The determination of whether or not there will be a Plant Shutdown will be at the discretion of the Company.

The provisions of this Article and Section will not apply to Plant Maintenance employees, Powerhouse employees, or Waste Treatment employees.

**9.19** Employees who are entitled to more than three (3) weeks of vacation under the terms of this Article may, with the consent of their supervisor, elect to receive pay in lieu of vacation days for such excess over three (3) weeks.

**9.20** An employee shall be credited with four (4) hours extra vacation time for each calendar quarter year in which such employee demonstrates a perfect attendance record.

(a) Perfect attendance is defined as having worked a full eight (8) hours or a full six and one-half (6.5) hours on the third shift, during each of an employee's regularly scheduled work days during the calendar quarter year. Absence caused by bereavement leave as defined in Section 7.35, absence caused in order to serve as a juror as defined in Section 7.31, absence caused by military leave as defined in Section 11.1, shall not be considered an absence for the purposes of this Section. Additionally, an absence to observe Martin Luther King Day and/or Veterans Day provided the employee has notified supervision or an absence for Union business shall not be considered an absence for the purposes of this Section.

(b) Regularly scheduled work days shall include all days of an employee's normal work week which excludes vacation days and, except in the case of employees assigned to rotating shifts, Saturdays, Sundays and holidays.

(c) An employee who has been credited with eight (8) full hours of extra vacation time, as a result of demonstrating Perfect Attendance, may utilize those eight (8) hours in quarterly increments during the calendar year.

**ARTICLE X**  
**UNION REPRESENTATION**

**10.1** The number of shop stewards and the area of the shop which each steward shall represent for the purpose of adjusting grievances under the grievance procedure shall be mutually agreed upon by the Company and the Union. 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.

(a) Shop stewards shall be active employees of the Company. No employee shall act as a steward unless at the time of his/her selection he/she has not less than six (6) months' seniority as defined herein.

**10.2** The Company will recognize one (1) Union Chief EH&S Steward, six (6) Union EH&S Stewards, three (3) on the first shift, two (2) on the second shift and one (1) on the third shift at the Stratford plant; one (1) on the first shift and one (1) on the second shift at the Shelton plant; one (1) on the first shift and one (1) on the second shift at the Bridgeport plant; one (1) on the first shift at the West Haven plant; and one (1) on the first shift, and one (1) on the second shift at the West Palm Beach, Florida plant - for a total of fourteen (14) EH&S Stewards.

(a) Time spent in attendance at meetings during the Union Chief EH&S Steward's scheduled working hours shall be recorded and paid for not exceeding six (6) hours in any workweek. Time spent in attendance at meetings during the Union EH&S Steward's scheduled working hours shall be recorded and paid for not exceeding five (5) hours in any workweek.

(b) The Union Chief EH&S Steward and the Union EH&S Steward shall receive pay for such time at his/her regular base hourly wage rate plus cost of living allowance when applicable including shift premium, if any, but excluding other premiums and overtime allowances.

(c) The Union Chief EH&S Steward and the Union EH&S Stewards will be active employees of the Company. No employee shall act as a Chief EH&S Steward or Union EH&S Steward unless, at the time of his/her selection, he/she has not less than twelve (12) months' seniority.

**10.3** The Company will recognize one (1) Chief Job Evaluation Steward and four (4) Job Evaluation Stewards; three (3) to represent employees in Connecticut locations and one (1) for the West Palm Beach plant, for the purpose of handling HJRP complaints and attendance at appropriate meetings. Time spent in the attendance of such meetings during scheduled working hours shall be recorded and paid for not exceeding two (2) hours in any workweek.

**10.4** No employee shall act as a Job Evaluation Steward unless at the time of his/her selection, he/she has not less than six (6) months seniority with the Company.

**10.5** The Company recognizes the right of the Union to designate stewards from the Company seniority list. The Union will supply the Company with a list of stewards and agrees to update that list when changes are made.

**10.6** Stewards shall have no authority to call or sanction any strike, sympathy strike, slowdown or concerted stoppage of work during the period of this Agreement.

**10.7** The Company recognizes these limitations upon the authority of stewards and shall not hold the Union liable for any unauthorized acts; provided, however, that in the event of any such unauthorized action, the Union must comply with the provision as set forth in Article XIII Strike or Lockout as hereinafter set forth. The Company, in so recognizing such limitations, shall have the authority to impose discipline, up to and including discharge, in the event the steward participates in any strike, sympathy strike, slowdown, or concerted stoppage of work.

**ARTICLE XI**  
**MILITARY SERVICE**

- 11.1** 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 purposes of 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/she is absent from work for this reason at his/her regular base hourly rate plus any cost-of-living allowance when applicable, less the compensation paid him/her with respect to such military service; provided, the employee would otherwise be scheduled to work on such day; and provided, further the employee has at least one (1) year of continuous service with the Company at the date he/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.
- 11.2** 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 XII**  
**GENERAL PROVISIONS**

- 12.1** The Pension Plan of United Technologies Corporation as it applies to the employees described in Article II is set out in a booklet entitled Your Retirement Plan Digest at Sikorsky Aircraft for Represented Employees which is attached to and made part of this Agreement as Appendix B.
- 12.2** The changes and amendments in the Pension Plan agreed upon by the parties to this Agreement will, after approval by the U. S. Internal Revenue Service, also be attached to and made part of this Agreement.
- 12.3** The United Technologies Group Health Insurance Plan as it applies to employees described in Article II is set out in the booklet entitled Your Health Care Benefits Digest at Sikorsky Aircraft for Represented Employees which is attached to and made part of this Agreement as Appendix C.
- 12.4** The United Technologies Group Dental Plan as it applies to employees described in Article II is set out in a booklet entitled Your Dental Benefits Digest at Sikorsky Aircraft for Represented Employees which is attached hereto and made a part of this Agreement as Appendix D.
- 12.5** The United Technologies Savings Plan as it applies to employees described in Article II is set out in a booklet entitled Your Savings Plan Digest at Sikorsky Aircraft for Represented Employees which is attached to and made a part of this Agreement as Appendix E.
- 12.6** 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.
- 12.7** No notice shall be posted unless it has been approved for posting by the signature of the proper executive of the Company.
- 12.8** 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.

- (a) 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/she 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/her first regular shift after termination of such leave, he/she shall be subject to discharge.

**12.8** The Company will provide Company badges for entrance into the plants and facilities to the Secretary-Treasurer and the Business Agents of Local Union No. 1150 which represent employees covered under Article II. The Union representatives stated above will have access to the plants and facilities to address specific problems at the request of the Secretary-Treasurer of the Local Union 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 the Union.

**12.9** Union representatives and delegates will be excused from work for not less than a full shift (unless otherwise agreed to) upon written application by a designated representative of the Union for attendance at the following:

- (a) Monthly meeting of shop stewards.
- (b) Monthly meeting of the joint council by delegates thereto (the seven (7) officers and the business agents).
- (c) The convention or conferences of the International Brotherhood of Teamsters.
- (d) Meetings of the International Union, affiliated conferences, Trade Divisions, or a summer training session sponsored those organizations (not more than seven (7) representatives at any one time nor more than seven (7) for any one meeting or session).

**12.10** 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 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 will disclose to the Union the reasons or basis for the action.

The parties recognize the importance to the Company, Union and employees for the Company to secure contracts in order to maintain a strong business environment in an effort to ensure employment opportunities for its employees. To achieve that goal, the parties recognize the Company exists in a global market place and must compete for contracts from international entities. The parties further recognize that the ability to secure these contracts may require the Company to provide on-site training to non-Sikorsky personnel.

In furtherance of these objectives, it is agreed that when the Company secures a contract with an international entity, on-site training for non-Sikorsky personnel may be required. This training can consist of classroom instruction and on-the-job instruction. It is agreed that these non-Sikorsky personnel receiving such on-the-job training may work together in support of these contracts with Sikorsky hourly rated production, inspection and maintenance employees, including shipping and receiving clerks as defined in Article II.

The Company agrees it will not lay off any Sikorsky employees based solely upon the presence of these non-Sikorsky personnel in this training capacity. Further, the Company agrees that no non-Sikorsky personnel will work overtime in their training capacity unless the Sikorsky hourly rated personnel with whom they are working are also working overtime.

The parties agree that the sole purpose of this section is for training.

Effective in the first and third year of the Agreement (2002 and 2004), each employee will receive an eighty-five dollar (\$85) credit for the purpose of purchasing prescription safety glasses. Administrative details regarding this benefit will be mutually agreed upon between the Company and the Union.

Effective in the second and fourth year of the Agreement (2003 and 2005), each employee will receive a fifty dollar (\$50) stipend for the purchase of safety shoes. Administrative details regarding this benefit will be mutually agreed upon between the Company and the Union.

**ARTICLE XIII  
STRIKE OR LOCKOUT**

- 13.1** The Union will not call or sanction any strike, sympathy strike, slowdown, or concerted stoppage of work during the period of this Agreement. The Company agrees that there will not be a lockout of employees.
- 13.2** Should a strike, sympathy strike, slowdown, or concerted stoppage of work occur not called or sanctioned directly or indirectly by the Union, the Union 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 the Company disapproves such action, and instructing employees to return to work immediately.
- 13.3** The obligation of the Union to the Company is limited to the performance of Section 13.2 without further responsibility or liability for loss from such action by employees.
- 13.4** Employees participating in any strike, sympathy strike, slowdown, or concerted stoppage of work shall be subject to disciplinary action up to and including discharge by the Company; provided, however, that an employee who alleges that he/she did not participate in a strike, sympathy strike, slowdown, or concerted stoppage of work may have recourse to the grievance procedure and arbitration.

**ARTICLE XIV  
ATTENDANCE POLICY**

- 14.1** The Company's attendance policy and associated discipline for unsatisfactory attendance is as follows:
- (a) If an employee reaches thirty-two (32) points, he/she will receive a first warning.
  - (b) If an employee reaches forty (40) points, he/she will receive a second warning.
  - (c) If an employee reaches forty-eight (48) points, he/she will be given a final warning prior to termination.
  - (d) Upon reaching sixty-four (64) points, an employee will be terminated.
  - (e) All warnings and point values will be recorded in the employee's attendance record.
  - (f) Any employee who goes for thirty (30) continuous calendar days without points charged to his/her attendance record will have eight (8) points reduced from his/her total point count.
  - (g) An employee who is continuously absent from work for any reason, except FMLA leave, for a period of time equal to the length of his/her recall rights, up to a maximum of two (2) years, shall be terminated, irrespective of the number of points he/she may have accumulated. This does not amend in any way the provisions of Section 8.21 regarding an employee's seniority rights.
  - (h) An employee who is continuously absent from work, supported by a written doctor's note, will accumulate no more than forty-eight (48) additional points for such absence regardless of the length of the absence. Upon such employee's return to work, unless the employee's length of continuous absence exceeds his/her recall rights up to a maximum of two (2) years or the employee has accumulated sixty-four (64) points, the employee will be credited with the appropriate number of additional points based on the length of the absence, not to exceed forty-eight (48) points.



**Point Values for Unexcused Absence/Tardiness**

- 1. Absence .....8 Points
- 2. Tardiness up to Two (2) Hours .....2 Points
- 3. Tardiness up to Four (4) Hours.....4 Points
- 4. Tardiness up to Six (6) Hours .....6 Points
- 5. Tardiness or Out Early more than Six (6) hours .....6 Points
- 6. Out Early Before Four (4) Hours Worked .....6 Points
- 7. Out Early After Four (4) Hours Worked .....4 Points
- 8. Out Early After Six (6) Hours Worked.....2 Points

In cases where an employee reports to work and leaves work due to his/her going to his/her own doctor's appointment, the employee will be charged 1/5 point upon his/her return to work, if he/she provides his/her supervisor with a doctor's note verifying his/her appointment with a doctor.

The employee's failure to provide his/her supervisor with a doctor's note upon his/her return to work, will result in the employee being charged with the appropriate amount of points for leaving work early.

In the event an employee is tardy and out early in the same day, the employee will be charged with the corresponding number of points for both absences. However, in no event will any combination of partial day absences in a single day result in an employee being charged with more than eight (8) points for that day.

The only time tardiness will be excused is in the event of a severe weather condition or unusual circumstances where a blanket excuse is granted by the Company to all employees.

**Point Value for Absence Due to Medical Reasons Accompanied by a Written Doctor's Note**

- 1. Each Day of Absence ..... 1/5<sup>th</sup> Point

An employee must provide a written doctor's note or prescription to the Company within three (3) working days excluding Saturdays, Sundays and holidays of his/her return to work from an absence due to medical reasons. In order for this provision to be applicable, doctor's notes or prescriptions must be dated during the period of the employee's absence to be acceptable to the Company. If an employee fails to provide such note, the absence will be considered as unexcused, and the appropriate point value will be assigned for the absence.

**Point Value for Absence Due to Court Appearances Accompanied by a Written Verification of Attendance from the Court**

- 1. Each Full Day of Absence ..... 1/5<sup>th</sup> Point
- 2. Equal to or more than a 1/2 Day of Absence ..... 1/10<sup>th</sup> Point
- 3. Less than a 1/2 Day of Absence .....0 Points

An employee who is a principal in a divorce related or child custody related litigation, or who must accompany a legal minor dependent to court, may use up to ten (10) days or twenty (20) half days per calendar year for the purpose of attending court for such reason.

An employee must provide a written verification of attendance from the court to the Company within three (3) working days excluding Saturdays, Sundays and holidays of his/her return to work from an absence for such reason. If an employee fails to provide such verification, the absence will be considered as unexcused and the appropriate point value will be assigned for the absence.

**Guidelines for Excusing Full-Day Absences**

- 1. Personal business up to the number of personal days available per Section 7.34(f)
- 2. Bereavement Leave as specified under Section 7.35
- 3. Jury Duty
- 4. Court summoned witness
- 5. Military Leave
- 6. A written doctor's excuse saying that the employee's spouse or child required medical attention, up to a maximum of five (5) working days in a calendar year
- 7. Official Union Business
- 8. Severe weather/unusual circumstances where a blanket excuse is granted by the Company to all employees
- 9. Any Company pre-approved leave of absence
- 10. Any absence qualifying under the Family and Medical Leave Act or similar state laws
- 11. Martin Luther King Day / Veterans Day



**Point Values for Unexcused Absence/Tardiness on a Holiday or Overtime Work on a Saturday or Sunday**

- 1. Absence .....5 Points
- 2. Tardiness or Out Early up to One (1) Hour up to twelve (12) per calendar year .....0 Points  
In excess of twelve (12) per calendar year ..... 1 Point
- 3. Tardiness and Out Early totaling up to 1 hour ..... 1 Point
- 4. Tardiness and Out Early totaling up to 2 hours .....2 Points
- 5. Tardiness and Out Early totaling up to 3 hours .....3 Points
- 6. Tardiness and Out Early totaling up to 4 hours .....4 Points
- 7. Tardiness and Out Early more than four (4) hours .....4 Points
- 8. Tardiness up to Two (2) Hours .....2 Points
- 9. Tardiness up to Three (3) Hours .....3 Points
- 10. Tardiness up to Four (4) Hours .....4 Points
- 11. Tardiness of more than Four (4) Hours .....4 Points
- 12. Out Early Before One (1) Hour Worked. ....4 Points
- 13. Out Early Before Two (2) Hours Worked.....3 Points
- 14. Out Early Before Three (3) Hours Worked .....2 Points

In no event will any employee who is scheduled for work and reports for work on such days receive more than four (4) points regardless of the length of the assignment.

**Banking of Points**

In order to reward employees for good attendance, employees may bank points (receive negative points credited to their record) according to the following provisions:

- 1. The assessment of banking of points will be made following the conclusion of semi-annual periods running from January 1 to June 30 and July 1 to December 31 of each year.
- 2. An employee must be at zero (0) points or below upon commencement of a semi-annual period.
- 3. The employee must maintain perfect attendance, meaning the employee must not be charged with any points, during the semi-annual period.
- 4. An employee who meets the above stated criteria will bank eight (8) points following each semi-annual period of perfect attendance, up to a maximum of thirty-two (32) points.

An employee who is both actively employed and has at least four (4) banked points as of January 1 of each year, shall be allowed to use personal days available per Section 7.34 in the calendar year, without being disqualified for perfect attendance as defined in Section 9.20. This Section does not add to or subtract from the number of personal days an employee is entitled to in a

calendar year as provided for in Section 7.34. Such personal days shall be allowed in accordance with the following schedule:

- 1. Four (4) Banked Points ..... 1/2 Personal Day
- 2. Eight (8) Banked Points ..... 1 Personal Day
- 3. Twelve (12) Banked Points ..... 1 1/2 Personal Days
- 4. Sixteen (16) Banked Points ..... 2 Personal Days

**AWOL Policy**

This attendance policy in no way amends or modifies the Company's existing policy regarding AWOL.

**ARTICLE XV  
DURATION**


- 15.1** This Agreement shall be in full force and effect until midnight February 19, 2006, and for additional periods of one (1) year thereafter unless either party hereon 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 February 19, 2006 or prior to the end of any yearly period subsequent thereto.
- 15.2** 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 question of wages, hours, or working conditions, except as may be dealt with as a grievance under Article VI hereof.
- 15.3** Should notice of termination or modification be given by either party as provided in Section 15.1, 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 the contract.
- 15.4** Notices shall be in writing and shall be sent by registered mail addressed, if to the Union, to the Sikorsky Teamsters Local No. 1150, 150 Garfield Avenue, Stratford, Connecticut, 06615, and if to the Company, to United Technologies Corporation, Vice President - Industrial Relations, Hartford, Connecticut.


It is understood and agreed that this Agreement has been ratified by the membership of Local No. 1150 and reviewed and endorsed by the respective committees.

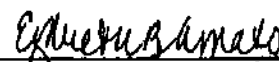
Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

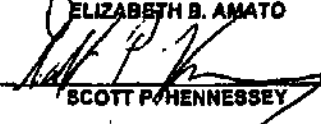
SIKORSKY TEAMSTERS LOCAL NO. 1150
UNION NEGOTIATING COMMITTEE


SIKORSKY AIRCRAFT CORPORATION
COMPANY NEGOTIATING COMMITTEE

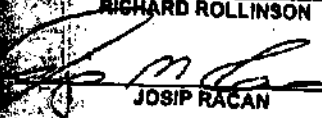
  
ROCCO J. CALO


  
HARVEY JACKSON


  
ELIZABETH B. AMATO


  
SCOTT P. HENNESSEY


  
RICHARD ROLLINSON

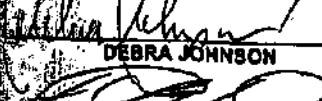
  
JOSIP RACAN

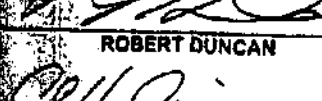
  
DANIEL QUOZZOLA


  
MITCHELL CAIRNS


  
RANDY DASKAM

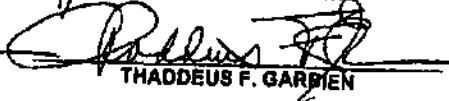
  
CARLOS CLAVARINO

  
DEBRA JOHNSON

  
ROBERT DUNCAN

  
CLIFF CARRIER

  
JOHN V. POIDDMANI

  
THADDEUS F. GARBEN

## APPENDIX A

### OCCUPATIONAL GROUPS FOR THE PURPOSE OF LAYOFF AND RECALL AFTER LAYOFF

- 01 Drill Press Operators
- 02 Milling Machine Operators
- 03 Turret Lathe Operators
- 05 Machinists & Bench Mechanics
- 06 Jig Bore & Boring Mill Operators
- 07 Grinders
- 08 Cutter Grinders
- 09 Spar Millers
- 10 Drive Shaft Finishers
- 11 Composite Blade Machining
- 12 Aircraft Assemblers
- 13 Riveters
- 14 Machine Parts Assemblers
- 15 Aircraft Installers
- 16 Aircraft Service Mechanics
- 17 Plumbing Fabricators
- 18 Experimental Mechanics
- 21 Composite Blade Assembly
- 22 Electrical Assemblers
- 23 Electrical Installers
- 24 Electronic Test Inspectors
- 25 Servo Mechanics
- 26 Inspection Test Mechanics
- 27 Hydraulic Mechanics
- 28 Metal Spinners
- 30 Sheet Metal Workers
- 31 Sheet Metal Machine Operators
- 32 Aircraft Welders
- 34 Router Operators
- 38 Blade Workers - Assembly
- 39 Bonders
- 40 Blade Spar Workers
- 41 Jig Builders
- 42 Template & Plaster Pattern Makers
- 43 Tool Makers
- 45 Heat Treaters
- 46 Chemical Processors
- 47 Processing Operators
- 48 Aircraft Painters
- 49 Gear Machining

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Appendix A

### OCCUPATIONAL GROUPS FOR THE PURPOSE OF LAYOFF AND RECALL AFTER LAYOFF

- 50 Machined Parts Inspectors
- 51 Sheet Metal Inspectors
- 52 Airframe Assembly Inspectors
- 53 Machined Parts Assembly Inspectors
- 54 Shipping & Receiving Inspectors
- 55 Process Inspectors
- 56 Tool & Template Inspectors
- 57 Blade Inspectors
- 58 Metallurgical Inspectors
- 59 Electrical & Electronic Inspectors
- 60 Metrology Inspectors
- 61 Dynamic Component Evaluators
- 62 Composites Workers
- 64 Woodworkers - Patterns & Mock-ups
- 65 Carpenters
- 66 Upholstery Workers
- 68 Vehicle Operators
- 69 Crib Attendants
- 70 Dispatchers & Stock Chasers
- 71 Shippers
- 72 Receivers
- 73 Stockmen
- 78 Machine Repairers
- 79 Millwrights
- 80 Painters - Maintenance
- 81 General Maintenance Workers
- 82 Powerhouse Operators
- 83 Electricians - Maintenance
- 84 Plumbers - Maintenance
- 85 Refrigeration Mechanics
- 86 Vehicle Mechanics
- 87 Electronic Repairer - Maintenance

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Appendix A

**SCHEDULE A**

Effective February 18, 2002

LABOR GRADE	MINIMUM RATE	MAXIMUM RATE
11	\$15.06	\$16.83
10	\$15.67	\$17.45
9	\$16.49	\$18.28
8	\$17.39	\$19.14
7	\$18.31	\$20.11
6	\$18.33	\$21.08
5	\$20.38	\$22.15
4	\$21.51	\$23.29
3	\$22.89	\$24.46
2	\$24.02	\$25.80
1	\$25.41	\$27.18
0	\$26.90	\$28.65

Schedule A - February 18, 2002

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**SCHEDULE B**

Effective February 17, 2003

LABOR GRADE	MINIMUM RATE	MAXIMUM RATE
11	\$15.81	\$17.33
10	\$16.14	\$17.97
9	\$16.98	\$18.83
8	\$17.91	\$19.71
7	\$18.86	\$20.71
6	\$19.91	\$21.71
5	\$20.99	\$22.81
4	\$22.18	\$23.99
3	\$23.37	\$25.19
2	\$24.74	\$26.57
1	\$26.17	\$27.97
0	\$27.71	\$29.51

Schedule B - February 17, 2003

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**SCHEDULE C**

Effective February 16, 2004

<b>LABOR GRADE</b>	<b>MINIMUM RATE</b>	<b>MAXIMUM RATE</b>
11	\$15.98	\$17.85
10	\$16.62	\$18.51
9	\$17.49	\$19.39
8	\$18.45	\$20.30
7	\$19.43	\$21.33
6	\$20.51	\$22.36
5	\$21.62	\$23.49
4	\$22.82	\$24.71
3	\$24.07	\$25.95
2	\$25.48	\$27.37
1	\$26.96	\$28.81
0	\$28.54	\$30.40

**SCHEDULE D**

Effective February 14, 2005

<b>LABOR GRADE</b>	<b>MINIMUM RATE</b>	<b>MAXIMUM RATE</b>
11	\$18.46	\$18.39
10	\$17.12	\$19.07
9	\$18.01	\$19.97
8	\$19.00	\$20.91
7	\$20.01	\$21.97
6	\$21.13	\$23.03
5	\$22.27	\$24.19
4	\$23.50	\$25.45
3	\$24.79	\$26.73
2	\$26.24	\$28.18
1	\$27.77	\$29.87
0	\$29.40	\$31.31

**LETTER 1**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning a \$1,000 ratification bonus.

Following the ratification of this Agreement, employees who are both on the payroll of the Company and are covered by this Agreement as of February 18, 2002 shall receive a \$1,000 ratification bonus. No other employee or former employee shall be eligible for this bonus. The ratification 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 March 5, 2002.
- (3) Employees who do not make such election will be paid a ratification bonus of \$1,000 (Gross) no later than March 14, 2002.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

**SIKORSKY TEAMSTERS  
LOCAL NO. 1150**

**SIKORSKY AIRCRAFT CORPORATION**

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

**LETTER 2**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning overtime records.


It is agreed overtime will be recorded on a standard form provided by the Company. A sample form to be used is attached. It is further agreed that the Company will post in each overtime area a copy of the form showing overtime hours charged to employees in each overtime area.

During the life of the Agreement the Company and the Union will meet to review alternative methods of recording overtime such as electronic or online systems or any other methods in keeping with technological advancements.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

**SIKORSKY TEAMSTERS  
LOCAL NO. 1150**

**SIKORSKY AIRCRAFT CORPORATION**

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

## GUIDELINES FOR OVERTIME

- (1) All overtime worked will be charged in terms of hours paid, (i.e. five (5) hours time and one-half equals seven and one-half (7.5) hours charged, five (5) hours double time equals ten (10) hours charged).
- (2) All overtime refused will be charged in terms of hours which would have been paid if the employee had worked.
- (3) An employee who is scheduled for overtime and fails to report will be charged with the hours which would have been paid had he/she reported.
- (4) If practicable, employees with the least amount of overtime will be selected.
- (5) Employees will be grouped by job code and grade under the jurisdiction of each supervisor within the respective overtime area.
- (6) At the start of each year, overtime records among employees within the same job code and jurisdiction of their respective supervisors, within the overtime area, will be adjusted to reflect the differential in overtime hours between the employee with the highest number of overtime hours and the employee with the lowest number of overtime hours.
- (7) 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.
- (8) To be scheduled for overtime work, employees must be fully qualified to perform the work. If not, they will be charged.
- (9) For record keeping purposes only, an employee who enters a new group, (i.e. promotion, transfer, shift change, etc.) will be charged the average overtime for the new group.
- (10) An employee absent for Military Leave will not be charged for overtime during such absence unless all the other employees in his/her job code under the supervisor's jurisdiction, within the respective overtime area, have been charged for overtime during the period of absence.
- (11) An employee who is asked and refuses 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, as long as the employee is lowest in number of hours in his/her job code under the supervisor's jurisdiction, within the respective overtime area, or all other employees in his/her job code under the supervisor's jurisdiction, within the respective overtime area, have been offered the overtime hours.

- (12) An absent employee will be credited with an average amount of overtime after all other employees assigned to his/her job code and supervisor, within the respective overtime area, have been charged with overtime. If an employee's absence exceeds twenty-one (21) calendar days, the employee will be given the average overtime when he/she returns to the group.
- (13) An employee absent for an entire week of vacation (i.e., Monday through Friday) will not be charged for overtime during such absence. An employee absent for single or multiple vacation days will be charged for weekend overtime when all other employees in his/her job code under the supervisor's jurisdiction, within the respective overtime area, have been charged for such overtime.
- (14) An employee on loan will be scheduled for overtime in the group to which he/she is loaned.
- (15) All overtime offered while an employee is on loan for the first twenty-one (21) calendar days will be charged to the employee's record in his/her parent department. If the period of time on loan exceeds twenty-one (21) calendar days, the employee will be given the average overtime of the group each day until he/she returns to the group.
- (16) All overtime offered while an employee is on travel status for the first twenty-one (21) calendar days will be charged to the employee's record in his/her parent department. If the period of time on travel status exceeds twenty-one (21) calendar days, the employee will be given the average overtime of the group each day until he/she returns to the group.
- (17) The intent of the parties is not to prevent the working leader from receiving his/her fair share of overtime, but to prevent any abuse that would allow a working leader favored status regarding overtime distribution. Working leaders will not be brought in to exclusively perform work normally done by other employees.
- (18) It is understood, the Company and its supervisors, are responsible for the selection, distribution, and equalization of overtime.
- (19) The parties recognize that overtime areas which currently exist shall be continued in effect during the term of this Agreement.
- (20) In the event the need arises for the creation of new overtime areas, such new overtime areas will be mutually agreed upon by the Company and the Union.
- (21) An employee who is assigned to light duty work, may be eligible to work available overtime provided the light duty work is scheduled for overtime and all other qualified employees, within the respective overtime area, have been offered the overtime.





**LETTER 3**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the group health, dental, life and disability insurance plans.

Effective February 18, 2002:

- (a) Continue medical coverage, unchanged, through June 30, 2002.
- (b) Increase the life and AD&D insurance, monthly total and permanent disability income (T&PD), and weekly disability income (DI) in accordance with the following schedule:

Base Rate Wage Class	Life & AD&D	Weekly Disability	T&PD
\$17.00 and Under	\$67,000	\$440	\$1,032.84
\$17.01 - \$18.00	\$60,000	\$450	\$1,087.20
\$18.01 - \$19.00	\$63,000	\$460	\$1,141.56
\$19.01 - \$20.00	\$68,000	\$470	\$1,196.92
\$20.01 - \$21.00	\$69,000	\$480	\$1,250.28
\$21.01 - \$22.00	\$72,000	\$490	\$1,304.64
\$22.01 - \$23.00	\$75,000	\$500	\$1,359.00
\$23.01 - \$24.00	\$78,000	\$510	\$1,413.36
\$24.01 and above	\$81,000	\$520	\$1,467.72

- (c) If an employee becomes totally and permanently disabled while working for the Company, and before their 65th birthday, they will receive a monthly T&PD benefit until they recover or receive an amount equal to their life insurance plus interest but not beyond their normal retirement age (age 65) subject to the current rules for payment of disability payments. If they remain totally and permanently disabled up to their normal retirement age (age 65), the life insurance available to them will be reduced by the amount they have already received or will receive from total permanent disability income.
- (d) Continue to provide Accidental Death and Dismemberment to the Improved levels in (b) above with the following dismemberment schedule:

Loss of one hand, one foot or sight of one eye	50% of AD&D insurance
Any two or more of the above	100% of AD&D insurance

(e) Up to \$20,000 of Optional Supplementary Life Insurance (OSLI) will be offered in increments (at the option of the employee) of \$5,000. The cost is \$0.50 per \$1,000 of insurance per month. If elected, premium will be deducted from the employee's weekly paycheck. Employees may carry OSLI into retirement by paying premiums until they reach age 69, at which time coverage will cease.

(f) Employees who are permanently assigned to the Company's Flight Operations will be eligible to purchase an additional \$130,000 of Optional Supplemental Life Insurance in accordance with the conditions specified in Letter 4, Section (e), for a total of \$150,000 insurance coverage. This additional coverage will continue to be offered in increments of \$5,000 at a cost of \$2.50 per \$5,000 unit per month. Employees may carry the additional OSLI until such time as they are no longer assigned to Flight Operations. Employees may carry up to \$20,000 OSLI into retirement by paying premiums until they reach age 69, at which time coverage will cease.

(g) An additional \$200,000 of life insurance coverage is available to certain represented employees deemed to be permanently assigned to Flight Operations. Payment of this benefit, in addition to any basic life insurance and accidental death and dismemberment insurance payable, will be made in the event the covered employee dies while carrying out the normal designated responsibilities of his/her job.

(h) Increase the survivor income insurance Part I monthly payment from \$200 to \$225 per month and raise the payment for Part II from \$200 to \$225 per month. This benefit will be payable to all eligible family members of all active employees and to the spouses only of former employees who are collecting T&PD payments at the time of death.

(i) Continue to offer a medical flexible spending account to allow employees to place up to \$2,000 per year of pretax funds in an account to pay for out-of-pocket medical and dental expenses. Any expense recognized by the Internal Revenue Service for income tax purposes (except personal transportation) can be reimbursed. Reimbursable expenses include, but are not limited to, deductibles, vision care, audio care, eyeglasses, co-payments, cost above R&C and dental care expenses. Funds are contributed on a pretax basis in accordance with Section 125 of the Internal Revenue Code. Once contributions begin, the entire amount of projected contributions will be immediately available. There is no requirement for the account balance to be equal to the amount withdrawn, except the total amount withdrawn cannot exceed the annual amount designated to be contributed. An election to make contributions cannot be revoked or changed during the plan year except for certain events such as birth or death of dependents, marriage or divorce. Interest earned on the assets in the flexible spending account will be allocated to the individual accounts yearly. Any excess funds, interest earned or unused funds remaining in the account after payment of all legitimate claims, will be allocated to the accounts of participants in the flexible spending account in the following year. Each account will be credited with an

amount equal to the total excess funds, divided by the number of participants in the following year.

Effective July 1, 2002, employees may contribute up to \$3,000 per year of pretax funds into this account.

- (j) Continue to offer a dependent day care flexible spending account to allow employees to place up to \$5,000 per year of pretax funds in an account to pay for out-of-pocket dependent day care expenses for children and adult/elder dependents. If married, the spouse must be working and must be filing a joint tax return for the \$5,000 amount. Reimbursable expenses include, but are not limited to, child day care or in home child or adult/eldercare. Funds are contributed on a pretax basis. Any excess funds at the end of the year will be reallocated among the following year's account participants. Interest earned on the assets in the flexible spending account will be allocated to the individual accounts yearly. Each account will be credited in the following year with an amount equal to the interest earned divided by the number of participants in the following year.
- (k) Employees may select the option of no medical coverage, the Company provided plan or an HMO. One benefit resulting from this selection is to avoid the base level contributions normally required to participate in a Company supported medical plan (Company provided medical plan or an HMO). In addition, an employee electing not to be covered under the Company's group health plan shall receive a fifty dollar (\$50) per month payment, less applicable federal, state and local taxes, in lieu of such coverage. Employees will receive twelve dollars and fifty cents (\$12.50) pre-tax, per week to be paid out during the first four weeks of the month. Payment to the employee will end upon termination of employment and/or upon the termination of benefit eligibility. An employee electing the no coverage option may not enroll in the Company's group health plan until the enrollment period the following calendar year, unless the employee's spouse loses his or her job or medical coverage, or unless the employee himself/herself loses the medical coverage, or except for certain life status changes such as birth or death of dependents, marriage or divorce.

Effective July 1, 2002:

Employees will pay the following pre-tax contributions for the duration of this Agreement toward the Company provided medical coverage (HMOs are treated separately in Letter 7).

Effective 7/1/02 - 12/31/04	
Employee Only	\$5.50 per week
Employee Plus One Dependent	\$11.00 per week
Employee Plus Family	\$16.50 per week

Beginning January 1, 2005, the medical contribution rates will be adjusted to equal the lowest renegotiated rates then in effect within any other currently existing Connecticut LTC bargaining unit.

Contributions will be collected weekly from employees' wages. If an employee's wages are insufficient to collect the required contributions, the uncollected contribution will be accumulated and an extra week's contributions will be deducted from future wages until the uncollected contributions have been fully collected.

A special open enrollment period will be scheduled during the second quarter of 2002 during which employees may choose either the Company's Point of Service Plan (if in the Point of Service Plan area), a Preferred Provider Organization Plan (if out of the Point of Service Plan area), a Medical Plan (if out of the Point of Service Plan area), or a qualified HMO. Elections will become effective July 1, 2002.

The network service area is defined by zip codes. If an employee's zip code for their official address on file with the Company is not in a zip code defined as being in the Company medical plan service area, they will be "out-of-area" and will be eligible for the "out-of-area" medical plan. Employees who are out-of-area, may elect to participate in the out-of-area plan or opt into the network. The service areas will change yearly at open enrollment but will not be changed during the year even if the network "grows" into new zip code areas.

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.

Plan Provisions - Effective July 1, 2002:  
R&C = Reasonable and Customary  
PCP = Primary Care Physician

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, if medically necessary	Covered at 100%	60% of R&C after deductible	80% of charges	60% of R&C after deductible	80% of R&C
Deductible	None	\$600/\$1,200/ \$1,200	None	\$600/\$1,200/ \$1,200	None
Dependents, Adding of	Within 30 days	Within 30 days	Within 30 days	Within 30 days	Within 30 days
Emergency Hospital Notification	Within 48 hours of the next business day.	Within 48 hours of the next business day.	Within 48 hours of the next business day.	Within 48 hours of the next business day.	Within 48 hours of the next business day.
Emergency Room	100% after \$50 copay (waived if admitted)	60% of R&C after deductible	80% of charges	60% of R&C after deductible	80% of R&C
Hearing Aids, initial purchase, fitting, maintenance and repairs. Expenses must be over \$200 and pre-authorized by CIGNA	100% when authorized by PCP	60% of R&C after deductible, when authorized by physician	80% of charges when authorized by physician	60% of R&C after deductible, when authorized by physician	60% of R&C when authorized by physician
Home Health Care	100% with authorization	60% of R&C after deductible (80 visits per year combined with in-network)	80% of charges with authorization	60% of R&C after deductible (80 visits per year combined with in-network)	60% of R&C (80 visits per year)
Hospice	100% with prior approval	100% with prior approval (no deductible); otherwise 60% of R&C after deductible, up to \$5,000	100% with prior approval	100% with prior approval (no deductible); otherwise 60% of R&C after deductible, up to \$5,000	100% with prior approval (no deductible); otherwise 60% of R&C up to \$5,000
Hospitalization	100% after \$300/day for 3 days maximum per admission. Copay waived under certain conditions.	60% of R&C after deductible. Pre-certification required. Must be medically necessary.	80% of charges. Pre-certification required. Must be medically necessary.	60% of R&C after deductible. Pre-certification required. Must be medically necessary.	60% of R&C. Pre-certification required. Must be medically necessary.
Laboratory Tests	100% with PCP approval	60% of R&C after deductible	80% of charges	60% of R&C after deductible	60% of R&C

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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
Maternity, Inpatient Services	100% after \$300/day up to 3 day maximum hospital fee. 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 charges. 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.	60% of R&C (CIGNA certification required). Covers birth and newborn until Mother's discharge.
Maternity, Outpatient Services	100% from network provider with PCP approval	60% of R&C after deductible (\$10,000 annual maximum combined with in-network)	80% of charges	60% of R&C after deductible (\$10,000 annual maximum combined with in-network)	60% of R&C deductible (\$10,000 annual maximum)
Medical Supplies, Consumable	100% from network provider for up to 30 day supply	60% of R&C after deductible (up to 30 day supply)	80% of charges (up to 30 year supply)	60% of R&C after deductible (up to 30 day supply)	60% of R&C (up to 30 day supply)
Missed Health and Assistance Abuse	Must call ValueOptions.	Must call ValueOptions.	Must call ValueOptions.	Must call ValueOptions.	Same as In-Network or Out-of-Network Coverage
Outpatient	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.	50% of ValueOptions' program cost. 60 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.	50% of ValueOptions' program cost. 60 visits per plan year for in-network and out-of-network combined.	Same as In-Network or Out-of-Network Coverage
Outpatient	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 or Out-of-Network Coverage
OB/GYN Services	100% after \$10 copay by network provider	60% of R&C after deductible	100% after \$15 copay by network provider	60% of R&C after deductible	100% of R&C less \$20 (60% of R&C for ancillary services)
OB/GYN Services-PCP	100% after \$10 copay by network provider	60% of R&C after deductible	100% after \$15 copay by network provider	60% of R&C after deductible	100% of R&C less \$20 (60% of R&C for ancillary services)
OB/GYN Services-Referral	100% after \$10 copay with referral	60% of R&C after deductible	100% after \$15 copay	60% of R&C after deductible	100% of R&C less \$20 (60% of R&C for ancillary services)
OB/GYN Services	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.
OB/GYN Services	Mandatory	No	No	No	No

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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
Physical Therapy and Rehabilitative Services	100% after \$10 copay per visit (Up to a max of 30 treatment days per calendar year combined w/out-of-network)	80% of R&C after deductible (Up to a max of 30 treatment days per calendar year combined w/in-network)	No charge after \$15 per visit (Up to a max of 30 treatment days per calendar year combined w/out-of-network)	80% of R&C after deductible (Up to a max of 30 treatment days per calendar year combined w/in-network)	80% of R&C (Up to a max of 30 treatment days per calendar year)
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.
Pre-certification Penalties	N/A	\$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.
Prenatal Maternity Care	100% after \$10 copay for initial visit	80% of R&C after deductible	80% of charges after \$15 copay for initial office visit	80% of R&C after deductible	80% of R&C
Prescription Drugs (PCS provides prescription drug benefits)	Retail \$7 generic; \$15 brand name on PCS Preferred Drug List (PDL); \$25 brand name not on PCS PDL; max 34 day supply retail.	Reimbursement for the price that would have been charged at a participating pharmacy, less the applicable copay.	Retail \$7 generic; \$15 brand name on PCS Preferred Drug List (PDL); \$25 brand name not on PCS PDL; max 34 day supply retail.	Reimbursement for the price that would have been charged at a participating pharmacy, less the applicable copay.	Retail \$7 generic; \$15 brand name on PCS Preferred Drug List (PDL); \$25 brand name not on PCS PDL; max 34 day supply retail. Reimbursed what would have been charged at participating pharmacy minus copay, if non-PCS pharmacy.
	Mail order 30-80 day supply; \$7 generic; \$30 brand name on PCS PDL; \$50 brand name not on PCS PDL.	No mail order benefit.	Mail order 30-80 day supply; \$7 generic; \$30 brand name on PCS PDL; \$50 brand name not on PCS PDL.	No mail order benefit.	Mail order 30-80 day supply; \$7 generic; \$30 brand name on PCS PDL; \$50 brand name not on PCS PDL.

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
Prosthetic Devices	100% up to \$10,000 annual maximum (combined with out-of-network)	80% of R&C after deductible (up to \$10,000 annual maximum combined with in-network)	80% of charges up to \$10,000 annual maximum (combined with out-of-network)	80% of R&C after deductible (up to \$10,000 annual maximum combined with in-network)	80% of R&C (\$10,000 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 (Voluntary)	100% after \$10 copay with referral for office visit; 100% for x-ray/lab	80% of R&C after deductible	No charge after \$15 copay for office visit; 80% for x-ray/lab	80% of R&C after deductible	100% of R&C less \$20 for office visit; 80% of R&C for x-ray/lab
Stop-Loss Provision (Out-of-Pocket Annual Limit)	\$900/\$1,800/\$1,800	\$3,000/\$8,000/\$8,000	\$1,000/\$2,000/\$2,000	\$3,000/\$8,000/\$8,000	\$1,250/\$2,500/\$2,500
Surgery, Inpatient	See Hospitalization	See Hospitalization	See Hospitalization	See Hospitalization	See Hospitalization
Surgery, Outpatient Not in Doctor's Office	100% of negotiated rate after \$100 copay	80% of R&C after deductible. Pre-certification required. Paid at 50% of facility fee when not certified.	80% of charges. 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.	80% of R&C. Pre-certification required. Paid at 50% of facility fee when not certified.
Surgery, Outpatient, in Doctor's Office	100% of negotiated rates	80% of R&C after deductible	80% of charges	80% of R&C after deductible	80% of R&C
Urgent Care Centers	100% after \$50 copay	80% of R&C after deductible	80% of charges	80% of R&C after deductible	80% of R&C
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	80% 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	80% 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

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
<b>Vision Care Items</b>					
-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

Deductible does not apply for vision. Benefits may be applied toward the purchase of safety glasses through the Company and for prescription sunglasses.

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**Administrative Items - Effective February 18, 2002:**

<b>COBRA</b>	Continue health and dental after termination as provided under COBRA.
<b>Medical and Dental Dependent Eligibility</b>	Spouse and unmarried dependent children to age 19 (to age 23 if full-time student); and totally disabled dependent children who meet eligibility requirements.
<b>Dependent Survivor Coverage</b>	Upon the death of an active employee, eligible dependents will continue to receive medical and dental coverage for thirty (30) days at Company expense.
<b>Dental Coverage</b>	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.
<b>Coordination of Benefits</b>	Maintenance of benefits for medical plan benefits. Full dental coordination. No coordination of managed care fees or HMO fees or benefits. No coordination for prescription drugs. Effective 7/1/02, change dental coordination so that the dental plan will pay only the difference, if any, between the benefit from an spouse's plan and the employee's normal dental plan payment.
<b>Medical Plan Maximum</b>	\$1,000,000 in- and out-of-network, out-of-area and mental health/substance abuse combined. \$5,000 automatic restoration of medical on January 1. Effective 7/1/02, increase lifetime maximum for in-network covered services under Managed Care Plans and Medical Plan from \$1,000,000 to \$1,500,000. Eliminate automatic annual \$5,000 restoration.

**Effective July 1, 2002:**

Employees will pay the following pre-tax contributions for the duration of this Agreement toward the Company provided dental coverage.

Effective 7/1/02	
Employee Only	\$ 0.50 per week
Employee Plus One Dependent	\$ 1.00 per week
Employee Plus Family	\$ 1.50 per week

Contributions will be collected weekly from employees' wages. If an employee's wages are insufficient to collect the required contributions, the uncollected contribution will be accumulated and an extra week's contributions will be deducted from future wages until the uncollected contributions have been fully collected.

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DENTAL PLAN SCHEDULE - EFFECTIVE JULY 1, 2002	
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.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT  
CORPORATION

  
ELIZABETH B. AMATO

**LETTER 4**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the Pension Plan referred to in Article XII.

Effective February 18, 2002:

Final average earnings will be based on the 5 highest paid years out of the last 10 years of service.

The pre-retirement spouse's death benefit for employees with 10 years or more of credited pension service is as follows:

The spouse of such deceased employee will be eligible to receive a one hundred percent (100%) joint and survivor benefit as of the date the deceased employee would have attained age 55. The pre-retirement spouse's death benefit for vested employees with less than 10 years of credited pension service will continue to be the fifty percent (50%) joint and survivor benefit as is currently stated in the pension plan.

Retirees who are rehired will be allowed to become active plan members and accrue additional benefits if, and only if, they agree to surrender any insurance certificates and/or agree that payments from the plan will stop on reemployment.

Effective March 1, 2002:

Final Average Earnings	Monthly Pension Per Year of Credited Service
Under \$38,000	\$41
\$38,000 - \$39,999	\$42
\$40,000 - \$41,999	\$43
\$42,000 - \$43,999	\$44
\$44,000 and over	\$45

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROGGO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

LETTER 5

This is to confirm the understanding and agreement recently reached between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the Cash Balance Pension Plan for represented employees (CBP).

Effective April 1, 2002 the Company will institute a CBP which will provide a future service supplement to the monthly pension described in Letter 4, as follows:

- (1) A CBP will be maintained for each active employee who is a participant in the pension plan described in Letter 4.
- (2) The Company will credit each CBP with fifty cents (\$0.50) per hour for forty (40) hours per week while the employee remains on the Company payroll, not to exceed two-thousand eighty (2,080) hours annually.
- (3) The amounts credited to each CBP will accrue interest credited monthly at a rate determined annually in advance based on published ten (10) year Treasury Bill yields.
- (4) The amount accrued in a CBP will be available as either a lump sum or an equivalent annuity (annuity determined using IRS guidelines) regardless of age at any time after termination, retirement or death (for beneficiary).
- (5) The CBP will continue to earn interest until withdrawn as a lump sum or the commencement of the annuity.
- (6) Employees who as of April 1, 2002 have five (5) or more years of continuous service will be immediately vested in the CBP. For employees with less than five (5) years of continuous service as of April 1, 2002 the vesting requirements will follow current pension guidelines. Further details regarding the CBP can be found in the booklet entitled Your Retirement Plan Digest at Sikorsky Aircraft for Represented Employees whose terms govern over the general description contained herein.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROGGO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

**LETTER 6**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning Health Maintenance Organizations.

There are a number of Health Maintenance Organizations (hereinafter "HMOs") located in areas in and around Connecticut where the employees covered by the labor Agreement reside which have qualified under the terms of the Federal Health Maintenance Organization Act of 1973. Some of these HMOs have notified the Company, pursuant to Section 1310 of the Act, that they wish to serve the Company's employees who reside in areas served by such HMOs.

Accordingly, the Company and the Union have agreed that - notwithstanding the provisions of Article XII - any employee covered by the Agreement may elect to enroll in any one of the qualified HMOs which, as of February 18, 2002, or during the life of the Agreement, has given the Company and the Company has accepted the notice referred to above and which 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 HMO, or any particular HMO. Further, to the extent permitted by law, if the Company has accepted, or accepts in the future, any HMO or any particular HMO, nothing herein shall be construed to require the Company to continue, extend or renew such HMO nor to accept in the future any further notice from such HMO and the Company reserves the right in its sole discretion to cancel any such HMO.

(b) Contributions for HMOs will be determined annually as follows:

The contribution level for all qualified HMOs will be equal to the Company sponsored plan (CIGNA) contribution level, plus the third-party valuation of any benefit differential between the HMO and the Company sponsored plan, plus any incremental HMO 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 HMO provided health care coverage.

Effective 7/1/02 - 12/31/04	
Employee Only	\$5.50 per week
Employee Plus One Dependent	\$11.00 per week
Employee Plus Family	\$16.50 per week

Beginning January 1, 2005, the medical contribution rates will be adjusted to equal the lowest renegotiated rates then in effect within any other currently existing Connecticut UTC bargaining unit.

(d) Effective February 18, 2002, through June 30, 2002, the contributions for HMOs will continue at the levels established on January 1, 2002.

(e) Effective July 1, 2002, for those electing to join a qualified HMO accepted by the Company, the Company will pay an amount equal to the HMO premium or an amount equal to the cost of the Company's Managed Care Plan, whichever is less. In addition to contributions referenced in paragraph (b) above, employees electing to enroll in such plan must pay the HMO cost, if any, which exceeds the Company's cost for its Managed Care Plan. If any employee's wages are insufficient to collect the required contributions, to include those referenced in paragraph (b), the uncollected contributions will be accumulated and an extra weeks' contributions will be deducted from future wages until they have been fully collected.

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 HMO 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.

A special open enrollment period will be scheduled during the second quarter of 2002 during which employees may choose either the Company's Point of Service Plan (if in the Point of Service Plan area), a Preferred Provider Organization Plan (if out of the Point of Service Plan area), a Medical Plan (if out of the Point of Service Plan area), or a qualified HMO. Elections will become effective July 1, 2002.

Witness my hand at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO



**LETTER 7**

This is to confirm the understanding and agreement recently reached between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning severance pay for laid off employees.

In case of an indefinite layoff for lack of work occurring between February 18, 2002 and February 19, 2008, employees, as defined in Section 2.1, who are eligible will be paid severance pay allowances in accordance with the following terms and conditions:

- (1) To be eligible for any severance pay allowance, an employee must have at least 90 days seniority as of the day preceding the layoff.
- (2) Severance pay allowance will be equal to forty (40) times the employee's base hourly wage including cost of living allowance when applicable (excluding any shift or other premium pay), which the employee was paid for the last day of work preceding the layoff.
- (3) Severance pay allowance shall be paid weekly to an eligible laid off employee beginning on the second pay day following the date the employee is laid off.
- (4) 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:

From 90 days to one (1) year	two (2) weeks' severance pay allowance
From one (1) year to two (2) years	four (4) weeks' severance pay allowance
Three (3) years	four (4) weeks' severance pay allowance
Four (4) years	four (4) weeks' severance pay allowance
Five (5) years	five (5) weeks' severance pay allowance
Six (6) years	six (6) weeks' severance pay allowance
Seven (7) through nine (9) years	seven (7) weeks' severance pay allowance
Ten (10) through twelve (12) years	nine (9) weeks' severance pay allowance
Thirteen (13) and fourteen (14) years	ten (10) weeks' severance pay allowance
Fifteen (15) and sixteen (16) years	twelve (12) weeks' severance pay allowance

Seventeen (17) and eighteen (18) years	fourteen (14) weeks' severance pay allowance
Nineteen (19) and twenty (20) years	Sixteen (16) weeks' severance pay allowance
Twenty-one (21) and twenty-two (22) years	Eighteen (18) weeks' severance pay allowance
Twenty-three (23) and twenty-four (24) years	Twenty (20) weeks' severance pay allowance
Twenty-five (25) or more years	Twenty-four (24) weeks' severance pay allowance

(5) No employee, however, shall be paid a severance pay allowance for any week following the date the employee is recalled to work from layoff.

(6) No employee shall be paid the severance pay allowance more than once during the period from February 18, 2002, through February 19, 2008; provided, however, if the total severance pay allowance to which the employee was entitled under (4) above was not paid him/her because of his/her recall from layoff, such employee who is again laid off during that period shall again be eligible for severance pay allowance but only for the number of weeks for which his/her total severance pay allowance was not paid because of his/her recall from layoff.

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.

Dated at Stratford, Connecticut, this 16<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

*Rocco J. Calo*  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

*Elizabeth B. Amato*  
ELIZABETH B. AMATO

## LETTER 8

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the United Technologies Represented Employees Savings Plan.

The maximum employee matched contribution will continue at forty-eight dollars (\$48) per week. On April 1, 2002, the maximum matched contribution will be increased to fifty dollars (\$50) per week. On January 1, 2003, the maximum matched contribution will be increased to fifty-two (\$52) per week, January 1, 2004, the maximum matched contribution will be increased to fifty-four (\$54) dollars per week, and on January 1, 2005, the maximum matched contribution will be increased to fifty-six (\$56) dollars per week. The Company matching contributions will be 50% of employee contributions up to the maximum allowable matched contribution per week.

The maximum employee unmatched contribution will continue at fifty-eight dollars (\$58) per week. On April 1, 2002, the maximum unmatched contribution will be increased to eighty dollars (\$80) per week. On January 1, 2003, the maximum unmatched contribution will be increased to eighty-two dollars (\$82) per week, January 1, 2004, the maximum unmatched contribution will be increased to eighty-four (\$84) dollars per week, and on January 1, 2005, the maximum unmatched contribution will be increased to eighty-six (\$86) dollars per week.

### Effective February 18, 2002:

- (a) Employees may elect to put all or part of their matched or unmatched contributions into the plan on a before tax basis in accordance with section 401(k) of the Internal Revenue Code. Such contributions must be made in whole dollar amounts.
- (b) Employees may elect to transfer their Savings Plan account balances into or out of the Represented Employees Savings Plan, if they are transferred into or out of the bargaining unit. Restrictions apply which prevent this transfer if an ESOP or Individual COLA Account exists at the time the transfer is requested.
- (c) Employees may elect to invest money in the Funds available under the UTC Represented Employee Savings Plan.
- (d) Employees may transact unlimited plan transfers of part or all of their account values, in 1% increments (with a \$250 minimum), from one investment fund to another. Contributions into accounts (funds) may be directed in one percent (1%) increments.
- (e) Active Savings Plan members may transfer the total taxable portion of their distribution from a qualified savings plan of a former employer into the

Represented Savings Plan, provided that a lump sum distribution is the normal form of distribution under such other plan.

The following Savings Plan payout options at retirement will continue as follows:


- Receive annual payments from two (2) to twenty (20) years.
- Deferred payments will begin April 1 following the calendar year in which the employee reaches age 70 ½.
- 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 70½ at which time payments must start.
- Retirees may make two (2) partial withdrawals per calendar year which may occur in conjunction with the two (2) to twenty (20) year annual payments.

A loan feature will continue in the Represented Savings Plan. Employees may borrow up to 50% of their savings plan balance (excluding their COLA account) if they have been a plan participant for two 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 the loan 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. Full prepayment can be made after six (6) months of loan. Partial prepayment is not permitted. The interest paid on the loan is the prime lending rate as published in the *Wall Street Journal* plus 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.

Employees will continue to have the ability to use the "UTC Access" touch-tone telephone information system. The system requires every employee to select a confidential four-digit Personal Identification Number (PIN). The use of this PIN and Social Security Number (SSN) allows 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, interfund transfers, and payroll deduction amounts.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

LETTER 9

This is to confirm the understanding and agreement reached between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the continuation of Individual COLA Accounts funded by the deferral of cost of living allowances (COLA) to assist in offsetting future retirement health care costs.

Effective February 18, 2002:

- (b) Individual COLA Accounts may be continued for the accumulation of funds to help offset medical costs for retirees.
- (b) ~~Employees~~ Employees may continue to elect the deferral of their entire cost of living allowance (COLA), provided for in Section 7.5, into the Individual COLA Account. (See paragraph (c) below.)
- (c) For the duration of this Agreement, all deferments to the Individual COLA Account will include COLA accumulated from the prior contract (forty-one cents (\$0.41)) plus new COLA as it accrues over the life of the current contract.
- (d) Such election shall be made on an all-or-nothing basis and will NOT be matched by the Company.
- (e) A special open enrollment period shall be held from Monday, February 18, 2002, through Friday, March 8, 2002, for employees to make their election for the first contract year.  
  
Employees currently enrolled must notify the Company by March 8, 2002, of their desire to discontinue the COLA deferral, otherwise they will remain enrolled in the program. Deductions for those employees who are currently participating who elect to discontinue such COLA deferral during the special enrollment period shall cease the first pay period following March 8, 2002.  
  
Employees not currently enrolled in the program must notify the Company by March 8, 2002, of their desire to participate. Deductions for those employees not currently participating who elect to participate during the special enrollment period shall commence in the first pay period following March 8, 2002.
- (f) Elections as a result of the enrollment period described in paragraph (e) above, shall remain in effect until February 17, 2003, the first anniversary date of the current labor Agreement. Once a year thereafter, immediately prior to the anniversary date of the labor Agreement, employees will have an opportunity to elect or discontinue deferral of their COLA into the Individual COLA Account.

- (g) In no event shall deferral of COLA continue beyond the expiration of this labor Agreement.
- (h) All COLA contributions will be invested only into the Income Fund.
- (i) Contributions into the Individual COLA Account will be made only on a before-tax basis in accordance with Section 401(k) of the Internal Revenue Code.
- (j) Employees are always 100 percent vested in their contributions to the Individual COLA Account.
- (k) NO in-service withdrawals are permitted from this account.
- (l) NO loans are permitted against the Individual COLA Account.
- (m) Upon retirement or termination of employment, payout options for the Individual COLA Account are the same as for the Savings Plan.
- (n) Eligibility to defer COLA into the Individual COLA Account is based on an employee being active on the payroll as of the effective date of Individual COLA Account election. Effective dates of election are:

March 8, 2002  
 February 17, 2003  
 February 16, 2004  
 February 13, 2005

An employee's eligibility to join the UTC Represented Employee Savings Plan, other than for the Individual COLA Account, requires completion of a minimum of one year continuous service.

- (o) At retirement or termination of employment, employees may leave their funds in the Individual COLA Account if the combined total of vested Savings Plan and COLA funds is at least \$5,000.

If an employee makes a withdrawal of any funds from the Savings Plan which requires a suspension from the Savings Plan, elected contributions to the Individual COLA Account will continue and will not be stopped as a result of the Savings Plan suspension.

Dated at Stratford, Connecticut, this 15<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
 LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
 ROGER J. CALO

  
 ELIZABETH B. AMATO

**LETTER 10**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning Special Access Programs Bonus Payments.

When an employee is required to obtain and maintain a Special Access Program government security clearance as a qualification for working on a particular aircraft program, that employee shall be paid a Special Access Programs Bonus payment. Such payment will be a five hundred dollar (\$500.00) U.S. Savings Bond, paid upon receipt of such Special Access Program government security clearance and again upon the renewal of said clearance by the employee. The payment will be made only if the employee is actually assigned to a particular aircraft program for which the clearance is required.

Employees eligible for the Special Access Programs Bonus payment are those who hold a Special Access Program government security clearance and are assigned to a particular aircraft program for which the clearance is required.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

**LETTER 11**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning Special Hire Rates.

For each new bargaining unit employee hired during the life of this Agreement, the base wage rate may be set at one dollar (\$1.00) per hour less than the minimum rate for the employee's labor grade, for the duration of the 90-day probationary period. At the end of the probationary period, the employee's base wage rate shall be increased to the minimum rate.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

**LETTER 12**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning a thirty cent (\$0.30) per hour wage adder.

The Company shall continue to pay a thirty cent (\$0.30) per hour wage adder to each employee classified in the following positions:

- 1600Y Working Leader – Production Service Hangar;
- 1810Y Working Leader – Experimental Service Hangar;
- 1814Y Crew Chief A – VH;
- 2318Y Electronic Flight Systems Technician A – VH;
- 2320Y Working Leader – Electronic Flight Systems Servicing;
- 5204Y Flight Inspector – DMIR;
- 5217Y Flight Inspector – VH;
- 5220Y Working Leader – Hangar/Flight Line Inspection, and
- 5230Y Working Leader – Final Assembly Inspection – VH – DAR.

The Company shall continue to pay a sixty cent (\$0.60) per hour wage adder to each employee classified in the following positions:

- 1815Y Working Leader – Production Service Hangar – VH;
- 5218Y Flight Inspector – DMIR – VH.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

**LETTER 13**

This letter is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning a voluntary layoff option.

The parties agree, for the duration of the current collective bargaining Agreement, that prior to any layoff as defined in Article VIII, employees in occupational groups affected by such layoff may volunteer to be laid off. Employees in affected occupational groups who voluntarily choose to be laid off will receive only those benefits afforded laid off employees.

Employees must notify supervision in advance of a layoff of their intent to be considered for layoff should one occur in their occupational group. Thereafter, upon notification from the Company of a layoff in their occupational group, employees will have forty-eight (48) hours to revoke their intention to accept the voluntary layoff option.

The Company will accept volunteers consistent with production requirements. In the event the number of employees who have indicated their interest in accepting a voluntary layoff from a specific occupational group exceeds the total number of planned layoffs in that occupational group, the total number of volunteers accepted will not exceed the planned layoff in the affected occupational group. Volunteers will be accepted in seniority order. Those employees laid off in accordance with this option will have no recall rights.

If a sufficient number of employees within the affected occupational group do not volunteer to take this option, additional employees from the affected occupational group will be laid off in accordance with Article VIII to reach the specified number of layoffs for that group.

Under no circumstance will a layoff in a particular occupational group exceed the total planned layoffs for that group.

On a one-time basis, employees who reach age 55 and have 25 years of continuous service by December 31, 2002 may elect, irrespective of whether their occupational groups are affected by layoff, to be laid off in calendar-year 2003 but no later than December 5, 2003. The Company will determine each individual's layoff date in accordance with this option based upon business requirements.

The total number of employees eligible for layoff under this provision will not exceed 75. An eligible employee must notify their supervision during the period from January 2 through January 31, 2003. In the event there are more than 75 employees who wish to participate in this program, the 75 participants will be accepted on the basis of seniority, starting with the most senior employee who has volunteered to participate. A list of

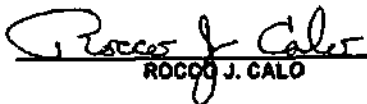
employees who cannot participate because of insufficient seniority will be retained and utilized to replace participating employees who subsequently decide not to participate.

Those eligible employees who are laid off in accordance with this option will have no recall rights and will receive severance pay in accordance with Letter 7.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

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Letter 13 - Voluntary Layoff Option

**LETTER 14**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning travel status.

An employee covered by this Agreement who is placed on travel status by the Company shall remain in the bargaining unit during such time spent on travel status. While on travel status, the wages, hours and working conditions of such employee shall be established by the Company. In addition, an employee on travel status will not be provided a Union representative per Article VI until his/her return from travel status. If disciplinary action is taken against such employee, any complaint regarding such disciplinary action will be processed according to the provisions of Article VI upon his/her return to the position he/she held prior to being placed on travel status. Upon return from travel status such employee will be returned to his/her former grade, rate, department, and shift. If a layoff occurs in the employee's occupational group while such employee is on travel status, and the employee would have been laid off pursuant to Article VIII had he/she remained in his/her former position, the employee will be laid off upon his/her return from travel status.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

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Letter 14 - Travel Status

**LETTER 15**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters concerning the potential exclusion from layoff of employees with critical skills.

The parties agree there exist certain job classifications deemed critical to the operation of the business, and thus necessary for the Company to retain employees in these job classifications during periods of layoff. In the event of a layoff and the need for retention of critical skills, Article VIII language will apply for those job classifications listed below:

- All VH Job Classifications
- Composites Inspector with Ultrasonic Test Certification
- Inspector/Programmer
- All DMIR, DAR, ODAR Job Classifications
- All Gear Machining and Gear Grinder Job Classifications

As business requirements change creating new methods and processes of production, it is recognized new jobs may be added to the critical skills list. Under these circumstances, and as necessary, the Company and the Union will meet to agree on any future specific type functions, which may be deemed critical.


Other than such cases where critical skills apply, seniority will be the guiding factor within the Occupational Group.

If an opportunity exists for training in a job classification deemed critical, employees will be offered this training in seniority order who may then volunteer to accept such training.

This Letter of Agreement in no way is intended to violate the provisions of Article VIII.

Dated at Stratford, Connecticut, this 15<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

**LETTER 16**

This is to confirm the understanding and agreement reached between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the Employee Assistance Program (EAP).

The Company and the Union agree to cooperate in encouraging employees who may be experiencing personal problems to seek help from the Employee Assistance Program (EAP). 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 participation with the program.

During the life of this agreement, the position of Union EAP Coordinator will be appointed by the Union and shall be subject to approval by the Company. The selected employee will serve as the bargaining unit coordinator for EAP services and will be paid either regular hourly base rate, plus cost of living allowance, when applicable, during the appointed term. During this period of temporary assignment, the employee's seniority remains in his/her current classification regardless of work performed.

It is anticipated the Union EAP Coordinator will support the delivery of EAP services in all phases of EAP core technology as defined by the Employee Assistance Professional Association (EAPA) and Member Service core technology as defined by the Labor Assistance Professionals (LAP). The Union EAP Coordinator will annually be afforded the opportunity to attend one EAP conference, or EAP related conference, to lead to or maintain CEAP/LAP status, at the Company's expense. The Company and the Union will mutually agree on the content and location of this training.

During the life of this agreement there shall be one (1) four (4) year term for the Union EAP Coordinator. The term shall run from February 18, 2002 through February 19, 2006. The Company and the Union agree to continue to utilize the services of the current Union EAP Coordinator for the term of this agreement and that employee will be provided an office within the Stratford facility. In case of any performance deficiencies, the matter will be reviewed between the Vice President of Human Resources and the Secretary-Treasurer of the Union. Should the current Union EAP Coordinator become unable to fulfill the responsibilities of the position, the employee shall be returned to her former bargaining unit position, with the Company resuming the right to approve the appointment of any subsequent coordinator, for the remainder of the term.



Dated at Stratford, Connecticut, this 16<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

LETTER 17

This is to confirm the understanding and agreement reached between Sikorsky Aircraft Corporation and Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the Company's drug and alcohol policy and applicable Federal and State Laws.

The Company and the Union recognize the danger of illegal or unauthorized substance and alcohol abuse to our employees, our customers and our product. Therefore, in our continuing commitment to maintain a substance free workplace it is agreed any employee who sells illegal substances on or off Company premises shall be discharged. As with all discharge cases, it must be "supported by substantial evidence on the record as a whole." It is also agreed any employees in possession or use of any illegal substances or alcohol on Company time or property shall be referred to the Employee Assistance Program for counseling. Failure to accept and comply with EAP's recommendations shall result in the employee's discharge. Additionally, if an employee is in possession of an illegal substance or alcohol on Company time or premises a second time, he/she shall be discharged.

The Company will continue a random drug testing program for those employees as specified in the Federal Aviation Administration (FAA) anti-drug and alcohol program published November 2, 1988, as amended. Furthermore, the Company will continue a random alcohol misuse prevention program for those employees as specified in the Federal Aviation Administration (FAA) anti-drug and alcohol program rule published March 17, 1994, as amended.

The Company will also continue a drug and alcohol testing program covering those employees subject to testing under State of Connecticut mandatory drug testing for interstate truck drivers and testing under Department of Transportation (DOT) regulations requiring testing of drivers engaged in interstate commerce. Testing of employees covered under both Connecticut State Statute and DOT regulations will be consistent with DOT requirements.

In the event of a positive drug or alcohol test for any employee, such findings shall be reviewed with the employee by the Medical Department. On the first occasion, the employee will be referred to the Employee Assistance Program (EAP) for counseling and will be required to comply with the recommendations as prescribed by the EAP counselor(s). Whenever practicable, notification shall be made to the Union EAP Coordinator regarding the aforementioned positive result referrals within twenty four (24) hours. Failure to accept and comply with such rehabilitation will result in the employee's discharge. Medical release will be based on the condition of the employee and concerns about the safety of the employee, fellow workers and the workplace. On a second occasion of a positive drug or alcohol test finding, the employee shall be discharged. This procedure does not alter current practices concerning "unfitness."

Subject to the above referenced requirements and procedures, the Company and Union agree the Company will temporarily reassign employees who test positive under either the FAA program or Connecticut State Statute or DOT requirements for a period of no more than sixty (60) calendar days. If, during this period, the employee retests with a negative result, such employee will be returned to his or her former job assignment. During this period of temporary assignment, the employee's seniority remains in his or her current job classification regardless of the work assigned.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

## LETTER 18

This is to confirm the understanding and agreement reached between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the Family and Medical Leave Policy.

The parties agree the Company's Family and Medical Leave Policy entitles eligible employees to a job-protected family medical leave for the birth of a child, for the placement of a child with the employee for adoption or foster care; to care for the employee's child, spouse, or parent (relationship as defined in the Federal Family and Medical Leave Act of 1993 (FMLA) and applicable stated laws) with a serious health condition; or when the employee has a serious health condition which prevents him/her from performing his/her job.

Eligible employees for the purpose of Family and Medical Leave shall be defined as those employees who have been actively and continuously in the employ of the Company for at least twelve (12) months and who worked for the Company for at least one thousand (1,000) hours in the preceding twelve (12) month period prior to requesting the leave.

Pursuant to this agreement, eligible employees may upon notification to the Company, take at least two (2) weeks (when practicable), up to sixteen (16) weeks in a twelve (12) month period, or, up to twenty-six (26) weeks (with management approval) in a twelve (12) month period. It is understood that attendance and performance considerations will continue to be reviewed on a case-by-case basis to determine approval for an extension beyond sixteen (16) weeks.

When such leave is requested due to the serious health condition (as defined in the FMLA) of the employee, the employee's child, spouse, or parent, the employee shall be required to submit to the Company a Certification of Physician or Practitioner Form, a sample of which is made part of this agreement and attached hereto.

The parties further agreed that during such leaves the employee's group medical, dental, basic life insurance and OSLI shall continue at the same level in effect at the commencement of such leave. The employee will continue to be responsible for the employee's contributions, if any, to these plans and the appropriate deductions will be made when the employee returns to work. The Company reserves the right to request reimbursement for all premiums paid on behalf of the employee during the period of Family and Medical Leave if the employee elects not to return to work. Employees may elect the continuation of their insurance benefits during Family and Medical Leave if they wish.


It is recognized that if the Federal and/or State regulations should change during the term of this agreement the parties will comply with such changes.


This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

**LETTER 19**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning job posting.

The Company shall post a list of bargaining unit employment authorizations on specified information center boards and electronically on the Company's job posting system, for a period of five (5) working days, excluding Saturdays, Sundays, and holidays. Employees may apply in person, at the Staffing Office or self-nominate via the electronic job posting system for consideration during non-work hours for any opening regardless of labor grade within this five (5) day period. Employees who have applied and those people laid off for any reason who retain their recall rights will be considered before new applicants are hired.

Employees may have up to three (3) active applications on file at any given time. Each application will remain active for a period of forty-five (45) calendar days. Notification of selection or non-selection for each position will be provided to the employee, as soon as practicable, within forty-five (45) days of the submittal date of the application. An eligible applicant, who has not been selected may immediately submit a new application upon such non-selection thereby beginning a new forty-five (45) day activity period. The parties agree that seniority, fitness and ability will be the consideration in the selection of any person for a promotion and the selection or non-selection will be subject to the grievance procedure. Additionally, the selected person must meet the testing requirements as set forth in Section 8.15 (b). Such grievances shall be presented at the Step 2 of the grievance procedure but shall not be subject to mandatory arbitration. Nothing in this letter qualifies or modifies the rights of the Company, the Union, or the employees as set out in Section 8.15 and that provision shall continue to govern. Lateral and/or demotional transfers will not be subject to the grievance procedure.

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 90 calendar days. This refusal of release can be exercised only once during the life of this agreement. Employees will be notified via electronic or internal mail of their non-selection.

An employee is eligible to apply upon completion of one year of continuous service with the Company. Any employee who successfully obtains a position via this method may not apply again for a period of one year.

The following are areas of posting:

- (a) One Information Center in:
- (1) Shelton III
  - (2) West Haven
  - (3) Main Building of Bridgeport
  - (4) Bridgeport II
- (b) Cafeterias and Staffing Office in:
- (1) Stratford
  - (2) Florida

The Union shall be provided a copy of all job posting notices.

Rates of pay will be determined by the Company within the provisions of this agreement.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

**LETTER 20**

This is to confirm the understanding and agreement reached between Sikorsky Aircraft Corporation and Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters concerning the subcontracting of work.

The Company intends, insofar as competitive forces permit, to prefer employees covered by Article II for production, inspection and maintenance work at facilities covered by this Agreement. This expression of preference is no promise or guarantee to maintain any number of jobs in the workforce nor a restriction in any sense on the Company's right and need to subcontract. Rather, it is intended to convey the Company's good faith desire to prefer its own employees to those of subcontractors insofar as that desire is compatible with good business judgment. Where business and economic conditions permit, the Company will provide the Union with notice of its intent to subcontract work currently performed by bargaining unit employees in advance of any layoff of employees resulting from such intent.

The parties agree that the Secretary-Treasurer and Executive Committee of Teamsters Local 1150 will meet with the Vice President - Human Resources, Director - Human Resources and the senior leadership of Manufacturing Operations, Facilities, Manufacturing Engineering and Product Integrity quarterly to discuss issues concerning the subcontracting of work and other job security issues. Upon request of the Union after notice as provided herein, a special meeting of these same officials, as appropriate will be scheduled to discuss any such planned subcontracting.

The Union will protect the confidentiality of any Company-sensitive and proprietary information that might be disclosed during such meetings.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

**LETTER 21**

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the vacation policy.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

The vacation policy for employees covered by this Agreement will be administered according to the following guidelines:

- (1) Employees with five (5) days of vacation or less must retain such vacation for the shutdown period pursuant to Section 9.18.
- (2) Employees with more than five (5) days of vacation may use up to five (5) days on short ("call-in") notice, with the stipulation they retain five (5) days for the shutdown period pursuant to Section 9.18.
- (3) After shutdown, any hourly employee may use remaining vacation days on short notice, up to a maximum of five (5) days in any one calendar year.
- (4) The maximum number of short notice vacation days to be used in any one calendar year is five (5). Of these five (5) days, one (1) day may be taken in quarterly increments, two days (2) may be taken in half-day increments, and two (2) days may be taken in full day increments. The maximum number of occasions on which an employee may "call-in" for vacation time is ten (10).
- (5) Short notice vacation days may not be used to extend a holiday or previously scheduled vacation time.
- (6) Employees must comply with the current procedure established in his/her area for calling in to report absences. Current procedure is meant to include the appropriate individual to whom notification should be given, as well as the window period during which absences must be reported (i.e. one-half hour before the start of the shift or within two (2) hours after the start of the shift to which the employee is assigned).
- (7) The procedure for disbursement of vacation pay remains unchanged.
- (8) These guidelines are in effect on a Company wide basis.

**LETTER 22**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the terms of the payroll deduction system to collect monies for a designated Union PAC Committee.

The Company will deduct authorized amounts as follows upon receipt of a properly executed PAC authorization card:

**TEAMSTERS LOCAL 1150  
POLITICAL ACTION WAGE DEDUCTION AUTHORIZATION CARD**

I, \_\_\_\_\_, hereby authorize and  
(Name of Employee) (Clock / Soc. Sec. No.)  
direct \_\_\_\_\_ to deduct weekly from my wages the sum of \$\_\_\_\_\_  
(Name of Employer)  
and forward this amount monthly to the Secretary-Treasurer of Teamsters Local 1150. The sum of money deducted from my wages will be used for the purpose of political action, either for state elections or federal elections and expenditures in connection with Political Action Funds.

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 or membership fees to the Local Union. This authorization and the making of payments to the Secretary-Treasurer of Local 1150 are not conditions of membership in the Union or of employment with the Company and I understand that the money will be used by Political Action Funds to make contributions and expenditures in connection with local, state or federal elections. I have designated below my choice of distribution of my money.

Connecticut Chapter 1150 \$ \_\_\_\_\_  
Local 1150 Federal PAC \$ \_\_\_\_\_  
Total Contribution \$ \_\_\_\_\_


\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Clock Number

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

**SIKORSKY TEAMSTERS  
LOCAL NO. 1150**

**SIKORSKY AIRCRAFT CORPORATION**

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

**LETTER 23**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning Voluntary Early Retirement (VER) medical coverage.

The VER medical program is for employees who retire between the ages of 55 and 65 and have at least 10 years of continuous service. Medical coverage pertains to the Company's medical plan and does not include medical coverage provided by a Health Maintenance Organization (HMO). At retirement, an employee who is covered by an HMO may elect to switch to the Company's medical plan to take advantage of the VER program.

It is agreed that VER medical coverage will continue to be offered to all new (future) retirees as follows:

- (1) Eligibility for VER medical coverage will remain the same as stated in the Health Care Benefits Summary Plan Description referenced under Article XI.
- (2) The Hourly retiree VER medical coverage available will be identical to the salary retiree VER medical coverage and will be subject to the same medical plan changes which affect the salary retirees.
- (3) The cost (premium) of the hourly retiree VER medical coverage will be calculated on an annual basis and will be based on the melded (average) utilization experience of all domestic hourly retirees, covered spouses and covered dependents (excluding Carrier) participating in this VER medical coverage.
- (4) The Company will offset (subsidize) a fixed portion of the cost of VER medical coverage, for those retirees who elect to participate, based on years of continuous service at retirement per the following schedule:

**Company Contribution Toward VER Medical**

Years of Continuous Service at Retirement	Retiree or Dependent Only	Retiree + 1 or Retiree + Family
After 10	\$1,250	\$2,500
For Each Year 11 through 20	Add \$100 Per Year	Add \$200 Per Year
For Each Year 21 through 30	Add \$150 Per Year	Add \$300 Per Year

(5) The retiree, if he/she elects VER medical coverage, will pay an amount equal to the annual premium from paragraph (3) above, minus the fixed Company contribution calculated using the schedule in paragraph (4) above for this coverage. For example, if the melded annual premium for hourly retiree VER


medical coverage is \$6,000 for a retiree only and that retiree has 25 years of continuous service at retirement, the retiree's cost is calculated as follows:

Melded Annual Premium = \$6,000  
Minus Company Contribution - ~~\$3,000~~  $\{ \$1,250 + (10 \times \$100) + (5 \times \$150) \}$   
\$3,000 Retiree's Annual Cost

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
\_\_\_\_\_  
ROCCO J. CALO

  
\_\_\_\_\_  
ELIZABETH B. AMATO


## LETTER 24

The parties agree to continue in effect the attached Letters of Agreement concerning "Road Trip Overtime" dated October 31, 1997 and "Pilot Job Consolidation Program" effective December 1, 1997. The parties further agree the "bonus" payment under the "Pilot Job Consolidation Program" shall be \$0.85 per hour per eligible employee.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
\_\_\_\_\_  
ROCCO J. CALO

  
\_\_\_\_\_  
ELIZABETH B. AMATO

**LETTER 25**

This is to confirm the understanding and agreement reached between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning additional Accidental Death and Optional Supplementary Life Insurance coverage as it pertains to employees assigned to the Company's Flight Operations.

The parties agree employees who are permanently assigned to the Company's Flight Operations will be eligible to purchase an additional \$130,000 of Optional Supplemental Life Insurance in accordance with the conditions specified in Letter 3, Section (e), for a total of \$150,000 insurance coverage. This additional coverage will continue to be offered in increments of \$5,000 at a cost of \$2.50 per \$5,000 units per month. Employees may carry the additional OSLI until such time as they are no longer assigned to Flight Operations. Employees may carry up to \$20,000 OSLI into retirement by paying premiums until they reach age 69, at which time coverage will cease.

Additionally, employees assigned to Flight Operations either permanently or on assignment, who are engaged in the movement, test, or flight of a powered aircraft, or any represented employee not necessarily engaged in the movement, test or flight of a powered aircraft but as a result of being involved in a Flight Operations accident, will be provided with additional accidental death and dismemberment insurance equal to a total of two times the schedule for AD&D as provided for in Letter 3, Section (d) in the event the covered employee dies or is dismembered while carrying out his/her duties.

The following table shows amounts of coverage for the following hourly base rate ranges effective July 1, 2002:

Base Rate Wage Class	Basic Life	AD&D	Ft. Ops. Additional AD&D	Flight Ops. Additional Accident Death Benefit	Flight Ops. OSLI Option
\$17.00 and Under	\$57,000	\$57,000	\$57,000	\$200,000	\$5,000 to \$150,000
\$17.01 - \$ 18.00	\$60,000	\$60,000	\$60,000	\$200,000	\$5,000 to \$150,000
\$18.01 - \$19.00	\$63,000	\$63,000	\$63,000	\$200,000	\$5,000 to \$150,000
\$19.01 - \$20.00	\$66,000	\$66,000	\$66,000	\$200,000	\$5,000 to \$150,000
\$20.01 - \$21.00	\$69,000	\$69,000	\$69,000	\$200,000	\$5,000 to \$150,000
\$21.01 - \$22.00	\$72,000	\$72,000	\$72,000	\$200,000	\$5,000 to \$150,000
\$22.01 - \$23.00	\$75,000	\$75,000	\$75,000	\$200,000	\$5,000 to \$150,000
\$23.01 - \$24.00	\$78,000	\$78,000	\$78,000	\$200,000	\$5,000 to \$150,000
\$24.01 and above	\$81,000	\$81,000	\$81,000	\$200,000	\$5,000 to \$150,000

Plus \$225 a month to your eligible survivors from survivor income benefits.

If your base rate changes enough to qualify you for a different amount of coverage, these amounts will become effective on your first day of active work on or after the day your hourly base rate changes.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 16<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

*Rocco J. Calo*  
ROCCO J. CALO

*Elizabeth B. Amato*  
ELIZABETH B. AMATO



**LETTER 26**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning mandatory overtime.

It is agreed to by the parties in the event overtime becomes a mandatory requirement, the Union, and employees in affected areas will be given seven (7) calendar days notice, or more notice if practicable, prior to the start of such overtime. In unforeseen or extremely urgent situations which necessitate mandatory overtime, affected employees will be given as much notice as practicable.

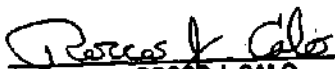
The parties agree in cases where an employee displays extreme hardship in his/her ability to work mandatory overtime, full consideration will be given regarding whether or not this employee will be exempt from working any such overtime.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

**LETTER 27**

This letter is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the administration of discipline.

It is recognized by the parties that respect for the individual is the cornerstone for any good working environment. The parties agree, in order to ensure the fair, equitable and consistent application of discipline, except in cases threatening the immediate safety or efficiency of the Company's business, the Company will conduct an investigation of an incident prior to taking any disciplinary action.

The Company further agrees that disciplinary treatment of employees covered by this agreement will be consistent with overall concepts of fairness and equity as they apply to all employees of the Company. This agreement by the Company is not to be construed as expanding the meaning of "just cause" nor making relevant to a grievance information or evidence which heretofore would not have been relevant.

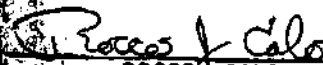
This letter in no way restricts the Company's right to take appropriate and immediate disciplinary action, when any act interferes with the safe or efficient operation of the Company's business.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

## LETTER 28

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters concerning Grievance Mediation.

For any grievance properly submitted to arbitration pursuant to Section 8.17, either the Company or the Union may propose to use the grievance mediation procedure of the Federal Mediation and Conciliation Service (FMCS) in the attempted resolution of such grievance. Such a proposal must be made at least forty-five (45) days prior to any scheduled arbitration of the subject grievance. If either party makes such a proposal, the parties agree as follows:

- (1) The use of the FMCS grievance procedure is entirely voluntary. Neither party may require the use of the FMCS grievance mediation procedure. Once one of the parties proposes such use, the other party must agree.
- (2) Grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure. Nor shall it be used to unnecessarily delay resolution of the grievance.
- (3) Any time limits in the parties' labor agreement must be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.
- (4) Proceedings before the mediator will be informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and their content shall not be revealed. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation.
- (5) Mediation sessions are private. If both parties agree, the grievant may be present, but the grievant has no right of direct participation in the mediation. Non-parties may attend only with the permission of the parties and with the consent of the mediator.
- (6) Mediation sessions are confidential. The entire process is a compromise negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and employees of FMCS, who are the parties' joint agents and mediators for purposes of these compromise negotiations, are confidential. Such offers, promises, conduct, and statements (a) will not be disclosed to third parties (except persons associated with the parties in the process), and (b) are privileged and inadmissible for any

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Letter 28 - Grievance Mediation

purpose, including impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule or common law provisions, and the rules of evidence to be applied in any subsequent arbitration. However, evidence previously known or disclosed to a party, or that is otherwise admissible or discoverable, shall not be rendered confidential, inadmissible or not discoverable solely as a result of its use in the mediation.


- (7) The mediator may conduct the mediation conference utilizing all of the customary techniques associated with mediation including the use of separate caucuses.
- (8) The mediator has no authority to compel resolution of the grievance.
- (9) In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with recommendations for settlement and/or an oral advisory opinion.
- (10) If either party does not accept an advisory opinion, or if none is provided, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining Agreement.
- (11) FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

SIKORSKY AIRCRAFT CORPORATION

  
ROCCO J. CALO

  
ELIZABETH B. AMATO

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Letter 28 - Grievance Mediation

**LETTER 29**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning National Health Insurance.

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

It is further agreed that in no case will the Company's total liability for costs for the Plan 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 legislation or regulation.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

**SIKORSKY TEAMSTERS  
LOCAL NO. 1150**

  
ROCCO J. CALO

**SIKORSKY AIRCRAFT CORPORATION**

  
ELIZABETH B. AMATO

**LETTER 30**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning the Aviation Maintenance Technician Certification Training Program.

The Company and the Union recognize it is in the mutual interest of the parties to increase the flexibility of the workforce in order to improve efficiency and productivity to remain competitive in a global environment as well as to broaden employee skills and job knowledge.

In furtherance of these objectives, the Company will develop and initiate a Rotary Wing Technician Certification Training Program, in conjunction with the Helicopter Mechanics School. The program will offer comprehensive training to eligible manufacturing employees from Connecticut Assembly & Flight Operations (AFO) and the Developmental Manufacturing Center (DMC), who are both classified as and performing the duties of occupational group 15, Aircraft Installers, occupational group 18, Experimental Mechanics, occupational group 23, Electrical Installers, and occupational group 27, Hydraulic Mechanics.


The training will be comprised of both classroom and practical on the job sessions and employees will progress via a series of phases until they reach specific levels of proficiency. Upon successful completion of the training program, employees will be placed into a separate occupational group and newly created job classifications. It is further agreed by the parties, the creation of a separate occupational group and corresponding job classifications shall not constitute an automatic upgrade or promotion for any employee or group of employees.

A joint committee, consisting of representatives from the Company and the Union, will meet subsequent to these negotiations to mutually agree upon guidelines for the development and implementation of this training program. Items to be discussed will include employee eligibility for participation, selection process criteria, duration, seniority issues and other items related to the collective bargaining Agreement.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

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Letter 30 - Aviation Maintenance Training Program

**LETTER 31**

This is to confirm the understanding and agreement reached at recent contract negotiations between Sikorsky Aircraft Corporation and the Sikorsky Teamsters Local No. 1150 of the International Brotherhood of Teamsters, concerning Environmental, Health & Safety (EH&S).

The Company and the Union agree to continue to work cooperatively and proactively to provide a safe work place for its' employees through assessment of environmental, health and safety concerns, and ongoing communication to enhance safety awareness.

In furtherance of these objectives, the Company recognizes occasions will arise, when it is mutually beneficial to the parties, to involve the Union's Chief EH&S Steward in the prevention and/or resolution of a variety of EH&S issues as well as participation in EH&S activities and initiatives.


The Company will identify those issues, activities or initiatives it deems appropriate to seek the involvement of the Union's Chief EH&S Steward. Further, the Company will be receptive to and consider requests from the Union, or the Union's Chief EH&S Steward, to otherwise participate in issues, activities or initiatives for which the Company has not previously requested his/her services.

The Union's Chief EH&S Steward will be paid for such time in accordance with the provisions of Section 10.2 (a) and (b), provided the Company approves such requests.

This Letter of Agreement does not amend or modify the provisions of the current Collective Bargaining Agreement.

Dated at Stratford, Connecticut, this 18<sup>th</sup> day of February 2002.

SIKORSKY TEAMSTERS  
LOCAL NO. 1150

  
ROCCO J. CALO

SIKORSKY AIRCRAFT CORPORATION

  
ELIZABETH B. AMATO

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Letter 31 - Environmental, Health & Safety (EH&S)

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