

2008

AGREEMENT

-between-

(Mestek logo)

**MESTEK, INC.
SOUTH WINDSOR GROUP**

and

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS, AFL-CIO**

*Capital City Lodge Number 354
Of District 26*

(logo)

June 11, 2008

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AGREEMENT

AGREEMENT entered into this **11th day of June, 2008** by and between **MESTEK, INC.**, the **SOUTH WINDSOR GROUP**, for its plant located in South Windsor, Connecticut (hereinafter designated as the "Company") and the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, CAPITAL CITY LODGE NUMBER 354**, or its successors of District 26, or its successors (hereinafter designated as the "Union") on behalf of said Union and as exclusive bargaining agent of the employees, (hereinafter designated collectively as the "Employees").

1. UNION RECOGNITION

1. The Company recognizes the Union as the sole and exclusive bargaining agent for all production and maintenance employees employed at its plant in South Windsor, Connecticut, except for executives, supervisors, office and clerical employees, and watchmen.
2. During the period of June 1 to August 31, the Company may hire up to five (5) high school and/or college students, and up to ten (10) temporary employees for the purpose of supplementing the labor force. Such employees shall be designated as "Temporary", and not subject to the provisions of this Agreement. It is further agreed that these employees shall not displace full-time bargaining unit employees. The above time period and number of participants may be changed by agreement of the parties.

2. UNION SECURITY

1. It shall be a condition of continued employment that all Employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, not later than the thirty-first (31st) day (or such longer periods as the parties may specify) following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of continued employment that all employees covered by this agreement and hired on or after its effective date shall, not later than the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
2. The Company will within three (3) working days after receipt of notice from the Union discharge any employee who is not in good standing in the Union as required by the preceding paragraph.
3. The Company shall deduct the regular dues from the wages of such employees who individually and voluntarily authorize such deductions in writing. The Company shall also deduct a single initiation fee where authorized in the same manner. Such dues so deducted shall be remitted by the Company to the Financial Secretary of Lodge 354, and after payment to said Union Officer, the Company shall not be liable to any Union member with respect to the amount so paid. The Company agrees that dues deducted by the Company shall be remitted to the Union office by the 15th of each month. Such authorization shall be in the following form:

I hereby authorize and direct you to deduct from my wages, on the first pay day of each month, the regular dues and initiation fee as established by the International Association of Machinists, Capital City Lodge Number 354 of District 26 and remit said amount to the Financial Secretary of said Lodge Number 354. If I shall have no pay due on the above payday, then such dues shall be deducted on the first payday thereafter on which I shall have pay due.

Contribution or gifts to Local Lodge 354 and/or District Lodge 26, International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for Federal Tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

This authorization shall be irrevocable for the period of one (1) year from the date hereof, or until the termination of the Agreement between the Company and the Union, whichever shall occur sooner; and unless revoked by me by written notice to the Company and the Union within ten (10) days following any anniversary date, it shall continue in full force and effect for additional yearly periods.

Signed: _____ Witness: _____

Date: _____

4. The Company agrees that there shall be no discrimination against any employee because of his activity on behalf of the Union as a member, officer, or duly authorized representative. The Union agrees that there shall be no Union activity during working hours, except as provided herein.

MNPL CHECK-off
MACHINISTS NON-PARTISAN POLITICAL LEAGUE

Political Action Wage Deduction Authorization Card

I, _____, _____ hereby
(Name of Employee) (Clock/Social Security No.)

authorize and direct _____
(Name of Employer)

to deduct monthly from my wages the sum of \$_____ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 9000 Machinist Place, Upper Marlboro, Maryland, 20772-2687.

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

and expenditures in connection with Federal Elections. I also understand that my contribution or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

(Employee's Signature)

(Date)

ARTICLE 3. RESPONSIBILITIES OF MANAGEMENT

1. Provided that the exercise of such rights shall not conflict with the provisions of this Agreement, the management, control and direction of the Employer's plant, business, operations and working force are vested solely and exclusively in the Employer. This includes, but is not limited to the right to:

- A. Reprimand, suspend, discharge or otherwise discipline employees for just cause;
- B. Hire, promote, and change in classification as permitted by this Agreement, transfer, assign, layoff and recall employees to work;
- C. Judge the employee's demonstrated skill, ability, efficiency and qualifications;
- D. Determine the starting and quitting times, the number of hours, days, weeks and shifts to be worked;
- E. Revise, eliminate, combine or establish new jobs and job combinations after discussion with the Union;
- F. Maintain the efficiency of employees, control and regulate the use of machinery, equipment and other property of the Employer;
- G. Close down or expand the plant or plants or any part thereof and reduce, alter, combine, transfer or cease any department, operation or service;
- H. Determine the number, size, location and operation of plants and divisions, groups and departments thereof;
- I. Subcontract, determine the products to be manufactured and their quantity and whether to make or buy, but not in violation of Article 14, Section 19 through 21 of this Agreement;
- J. Determine the schedules of production, the assignment of work and the size and composition of the work force;
- K. Make, change and enforce reasonable rules, policies and practices not in conflict with the provisions of this Agreement;
- L. Establish production standards, quality control standards and test standards;
- M. Introduce technological changes, new, improved, or modified methods of operation, research, development, production, maintenance, services,

distribution, materials, machinery and/or equipment and otherwise generally manage the plant and direct and supervise the work force.

2. It is recognized and agreed, except as otherwise provided herein, that the Company has the exclusive right to manage its plant and business and direct its affairs and working forces, to hire, to suspend, or discharge for proper cause, to determine the products to be manufactured, the location of manufacturing, the methods, processes and means for manufacturing, to relieve employees from duties because of lack of work or for other legitimate reasons, or to extend, limit or curtail its operations when in its sole discretion it may deem it advisable to do so.

4. SETTLEMENT OF DISPUTES

1. In the event that any difference arises between the Company and the Union, or any employees, concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth below. The Company and the Union agree to use every reasonable effort to prevent grievances from arising and to accomplish just and reasonable settlement of grievances which may arise.

A. A grievance must be taken up within five (5) working days of the occurrence giving rise to the grievance or the date the employee knew or should have known of its occurrence or it shall be deemed invalid.

B. For the purpose of this Article working days shall not include Saturdays, Sundays, or Holidays.

C. A grievance as described above shall be settled in accordance with the following procedure:

First Step: Between the employee, or employees, the Supervisor of the department, and a Committeeman. The Supervisor's verbal answer shall be given as soon as possible, but not to exceed two (2) working days. Matters unsettled at this point shall be reduced to writing within two (2) working days and presented to the Supervisor. The Supervisor shall have two (2) working days in which to present his answer in writing. The Union shall have two (2) working days after the Supervisor's written answer in which to proceed to the second step.

It is understood between the Company and the Union that any grievance which affects a substantial number of employees, is plant-wide, or when the supervisor lacks the authority to settle, or is filed by the Company or the Union, shall be initially presented at the Second Step.

Second Step: The Company shall set a meeting date to be within five (5) working days of the appealed notice, unless an extension is otherwise mutually agreed upon and the meeting shall be between the Plant Manager or other representative of the Company, and the Union Committee. These parties will meet and the Company's answer shall be given as soon as possible, but not to exceed five (5) working days. The Union will have five (5) working days after the Company's answer in which to proceed to the third step.

Third Step: The parties shall mutually set a meeting date to be within ten (10) working days of the appealed notice, unless an extension is otherwise mutually agreed upon, and the meeting shall be between the highest designated officials of the Company and the Union Committee and a representative of the International Union. These parties will meet and the Company's answer shall be given as soon as possible, but not to exceed five (5) working days from the date of the meeting. A reasonable extension of the time limits defined in this step will be granted to either party upon request in cases requiring the availability of decision making personnel.

2. All grievances, except as provided herein, arising between the parties hereto, that shall not be adjusted under the grievance procedure provided herein, shall, at the written request of either party to the other, be submitted to arbitration as provided herein within sixty (60) working days after final action thereon in the last step of the grievance procedure. If not so submitted, the action taken under the last step of the grievance procedure shall be final and binding on the parties. In the event that the parties shall be unable to agree upon an arbitrator within five (5) working days after said written request for arbitration shall have been received by the other party, either party may refer the selection of an arbitrator to the U.S. Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding upon the parties thereto. The expense of any arbitration shall be borne equally by the parties.

3. Any questions involving changes or modification of the provisions hereof, of the provisions to be included in any subsequent Agreement, of the scope of the bargaining unit, of general wage increases, or of the Company's management functions shall not be subject to arbitration hereunder.

4. All grievances submitted to arbitration hereunder shall be in writing and shall specify the nature of the grievance and shall name the person or persons involved. The decision of the arbitrator shall be in writing, shall be confined to said issue or issues and shall state the reasons for such decision(s). The arbitrator shall in no event have the authority to add or subtract from or in any way modify the terms hereof.

A. Except as provided in Article 4, Section 3, should the Company refuse to arbitrate disputes arising out of the terms of this Agreement or should the Company raise a question of arbitrability on disputes arising out of the terms of this Agreement and outside the scope of Article 4, Section 3, the Union may, upon five (5) days written notice to the Company, have the right to strike on such matters only. Should the Union fail to take such action during the five (5) day period immediately following the Company's receipt of such notice, Article XV, Strikes and Lockouts, shall be and remain in full force and effect.

B. Grievances involving discharges, suspensions or layoffs to be valid must be filed within fifteen (15) working days from the date that written notification has been submitted to the Union Shop Chairman that such action has been taken by the Company.

C. Grievances that require some type of action on the employee's part must be completed by the employee involved within thirty (30) working days of the settlement of the grievance. The Union and the Company, in the event of extenuating circumstances, can mutually agree to waive the above time period requirement.

5. It is understood and agreed that the provisions of this Agreement shall be binding upon the International Association of Machinists and Capital City Lodge Number 354 of District 26, the Company, and upon each employee within the bargaining unit designated hereunder.

5. HOURS OF WORK

1. Eight (8) consecutive hours in a regular work shift, exclusive of a lunch period, shall constitute a normal work day. Five (5) days, Monday through Friday, shall constitute a normal work week. This Article defines the normal hours of work, and it shall not be construed as a guarantee of hours of work. The normal Monday through Friday work hours shall be as follows:

1st Shift – 7:00 A.M. to 3:30 P.M.
2nd Shift – 3:30 P.M. to 12:00 A.M.

The regularly scheduled lunch period is:

1st Shift – 12:00 Noon to 12:30 P.M.
2nd Shift – 8:30 P.M. to 9:00 P.M.

Any employee who is scheduled to work outside his regularly scheduled lunch period, as this period is currently scheduled, will receive a 50% premium payment for work performed during this period. It is recognized and agreed that the paint line operation requires continuous operation during the entire shift, and that the Company may stagger employee assignments during the shift to provide manpower for such continuous operations.

This provision is not intended to apply if the lunch period must be altered due to business reasons such as cafeteria scheduling. Also, this premium payment shall not be considered in the equalization of overtime calculation as outlined in this Agreement.

In the event of the enactment into Federal law of any statute increasing the overtime premiums above those provided in this Agreement, the parties agree they will negotiate a change in the agreed upon scheduled hours to conform to the legislation so adopted.

Any reduction of the normal work week shall be made on a temporary, not to exceed five (5) weeks in a six (6) month period, and non-discriminatory basis. Any curtailment in operations below a thirty-two (32) hour work week shall be handled by lay-off as provided elsewhere in this Agreement.

2. All employees working on regular shifts of ten (10) hours or more shall receive one ten (10) minute rest periods in the first half of such working day and one ten (10) minutes rest period in the second half of such working day. Where the regular shift shall be less than ten (10) hours, one (1) rest period of ten (10) minutes shall be given in the first half of such shift. All employees working twelve (12) hours will receive three (3), ten (10) minute paid breaks at the designated times below:

6:50 A.M. to 7:00 A.M.
9:20 A.M. to 9:30 A.M.

3:25 P.M. to 3:35 P.M.

3. In the event that the Company shall fail to notify an employee that he need not report for work on a given day and the employee does report for work on that date, such notice to be given no later than quitting time on the prior day, then such employee shall be given no less than four (4) hours work or four (4) hours wages, unless the unavailability of work for such employee is due to causes beyond the Company's control, such as a power outage.

4. Five (5) minutes shall be allowed for wash up prior to the end of each employee's working day, and at the mid-shift lunch period.

6. OVERTIME

1. Overtime shall be paid at one and one-half times the regular ("total hourly rate") hourly earnings in each of the following instances:

A. For all hours worked in excess of eight (8), but less than twelve (12) per day or hours worked in excess of forty (40) per week.

B. For all hours worked before 7:00 A.M. on weekdays only, provided that at least eight (8) hours straight time are worked.

C. For hours worked on Saturday:

1st Shift – 6:00 A.M. to 2:30 P.M.

2nd Shift – 2:30 P.M. to 11:00 P.M.

D. For all scheduled hours worked on Saturday, with a minimum offer of six (6) hours.

2. Double time shall be paid at two times the regular ("total hourly rate") hourly earnings in each of the following instances:

A. For all hours worked in excess of twelve (12) per day and eight (8) on Saturday.

B. For hours worked on Sunday.

C. Holidays

3. There shall be no pyramiding in the calculation of overtime or premium pay.

4. The Company shall make every reasonable effort to distribute overtime work equally first among employees in their respective job classifications, then to employees certified to the classification, provided always that the employee is qualified to do the work. It is understood and agreed that the ability of the employee to perform such overtime work in an efficient and satisfactory manner in his classification shall be given primary consideration. Employees newly promoted or hired into a job classification shall be eligible for overtime as soon as such employees are able to perform such work in an efficient and satisfactory manner or have completed thirty (30) working days in the new job, whichever is

sooner. For employees certified to a job classification, overtime opportunities among all certified employees will be offered on a rotating basis, first to the most senior certified person if available (i.e., not otherwise working overtime in their own classification or other certified classification), and then to the next most senior person until all certified employees to that job classification have worked overtime.

5. Each employee shall receive at least a twenty-four (24) hour prior notice when overtime work is required, except when emergencies arise that are beyond the control of the Company to give such notice. The employee shall be notified on Thursday for work on Saturday.
6. It is further understood and agreed that the Union and employees will cooperate in performing necessary overtime, whenever possible.
7. Overtime records will be updated by Wednesday of the week following the week in which overtime was worked, and posted on a bulletin board in the plant. If the overtime records show a cumulative unequal distribution of overtime, those employees entitled to such overtime shall be afforded sufficient overtime work to resolve the inequity as soon as overtime is available for which such employee is qualified. Double time hours shall be converted to one and one-half (1-1/2) time hours for the calculation of hours owed. The procedure to resolve an overtime inequity is as follows:
 - A. The Company posts weekly overtime records on the bulletin board.
 - B. The Union brings the inequity to the attention of the appropriate supervisor and the plant manager.
 - C. If the Company does not correct the imbalance of overtime equalization once the employee is trained, and the overtime work to correct the inequity is available, and the Company is notified by either the affected employee or the Union of the imbalance, then the Company must pay for the complete imbalance of overtime at one and one-half (1-1/2) times the employee's regular rate.
 - D. Grievances on overtime distribution may be filed within the fifteen (15) working day period following the completion of the overtime review and report as set forth above.
 - E. For the purpose of accurate record keeping only, employees who cannot work assigned overtime hours, employees who do not work assigned overtime after agreeing to do so, and employees who do not work the complete overtime assignment shall sign an agreed upon form so stating. Such forms shall specify the number of overtime hours involved. An employee's overtime record shall not be charged with overtime hours when the employee does not report to work because of insufficient overtime notice, except for emergencies. An employee so involved shall not be required to sign the overtime form provided herein.

F. Unequal overtime distribution is defined as a difference of more than sixteen (16) hours of overtime on a cumulative basis, within a particular job classification for which an employee is qualified, after giving proper consideration to overtime offered but not worked.

Records on the equalization of overtime shall be kept current and shall, upon request, be made available for review by the Chairman of the Union Shop Committee.

G. Overtime equalization (resolution of an overtime inequity) is defined as providing an affected employee with sufficient overtime so that no greater than a sixteen (16) hour difference remains within their job classification for which an employee is qualified, as soon as such overtime is available.

H. The amount of overtime offered to any employee certified to a particular job classification will not be more than 16 hours greater than any other employee who is certified for the same job classification.

I. For the purpose of overtime distribution, job classifications are defined as listed in Exhibit A.

7. WAGES

1. The minimum start rate, maximum rate of pay, labor grades, and job classifications for employees in the bargaining unit shall be in accordance with Exhibit A. Each newly hired, promoted, or transferred employee shall be paid at least the minimum start rate for his/her job classification. If a new employee is hired above the minimum start rate of a particular job classification, all employees presently working in that job classification whose regular wage rate is below that of the new employee will have their rate increased to the regular rate of such new employee.

2. Employees below the maximum rate for their job classification shall receive a written performance review within six (6) months after being placed in the job classification, and annually thereafter, until they attain the maximum rate for the classification. These employees will be increased by forty cents (\$0.40) in pay provided that satisfactory skill, ability, and performance have been demonstrated. The Company shall make the determination of the qualifications of the employee for these increases. If an employee fails to achieve an increase on his first review, he will be re-evaluated in sixty (60) days. If such increase would result in their rate exceeding the new maximum rate, the employee shall receive an increase equal to the difference between their current rate and the new maximum rate.

3. The Company and the Union recognize that sometimes an individual demonstrates unusual competence and ability in his position, and as a result it may be appropriate and equitable to increase his/her rate of pay at a rate greater than forty cents (\$0.40). Such increases, if any, shall be based solely on work performance and equity, and not on personality or other subjective factors. The Union Committee shall be notified promptly of all such reviews before an increase occurs.

4. Employees below the maximum rate for their job classification shall receive a general pay increase of 3.25% on June 2, 2008, June 1, 2009, and June 7, 2010. If

such increase would result in their rate exceeding the new maximum rate, the employee shall receive an increase equal to the difference between their current rate and the new maximum rate.

5. For any contract year in which an employee's current rate is at or above the new maximum rate for his/her job classification, he/she will receive a bonus payment.

6. For any contract year in which an employee's pay rate is less than the full amount of the standard increase for the new maximum rate for their job classification, that employee will receive a compensating bonus in addition to their annual increase.

7. A premium of eighty (\$0.80) cents shall be paid to all employees on the second (2nd) and third (3rd) shifts.

8. Group leaders will receive \$1.50 above their current pay rate.

9. Trainers under the Voluntary Skill Development program within Labor Grades 1 through 4, inclusive will receive \$0.85 per hour, and trainers within Labor Grades 5 through 8, inclusive will receive \$0.60 per hour, above their then current pay rate.

A. Trainers will be selected as indicated in Article 8, Section 4.

B. Trainers may only hold one (1) VSD position due to the additional responsibilities of being a trainer.

10. Employees who have been certified under the Company's Voluntary Skill Development program will receive an additional amount per hour per the following schedule:

	2 points	3 points	4 points
Grades 1-4	\$0.50	\$0.70	<u>\$0.90</u>
Grades 5-8	\$0.30	\$0.45	<u>\$0.60</u>

11. An employee bidding or bumping to a job in a higher labor grade for which he/she is qualified, or to a job with a shift premium (provided such shift is fully implemented), will receive the minimum start rate of the job classification, or forty cents (\$0.40), whichever is greater. This increase will take effect no later than 10 working days after the job is awarded. He/she will then receive a performance review six (6) months from the date he/she starts this new job, and annually thereafter, until he/she has attained the maximum wage rate for the job classification. These employees will be increased by forty cents (\$0.40) in pay provided that satisfactory skill, ability, and performance have been demonstrated.

12. An employee bidding or bumping to a job in a lower labor grade, for which he/she is qualified, will be paid at the maximum rate for the job classification, if he/she is at the maximum rate of his/her current classification. If he/she is not at the maximum rate of his/her current classification, then he/she will be paid the same differential from the maximum rate of his/her new classification. This decrease will take effect ten (10) working days after the job is awarded.

13. The Company has the right to temporarily transfer employees not to exceed ten (10) working days, based on its determination of needs. Employees so transferred shall be paid according to Section 11 of this article, if the transfer is to a job classification in a

higher labor grade. If the assignment is to a classification of the same or lower labor grade, the employee will retain his/her current rate of pay.

The Union will be notified of all transfers outside of an employee's job classification.

If a temporary transfer would result in a move to a higher labor grade, the most senior employee with the skill in the selected classification will be offered the transfer. If the senior employee refuses such transfer, the least senior employee with the skill will be transferred unless a more senior employee with the skill and ability required requests said transfer, subject to Plant Manager approval. It is also understood that said transfer will be based solely on production requirements and not on personality or other subjective factors.

14. In the event that a temporary transfer lasts longer than ten (10) working days, the Company will review with the Union committee the reasons for continuing the transfer and its effect on the efficient operation of the business. If it appears that there is a continued need for such transfer beyond an additional twenty (20) working days, the position will be posted, provided such transfer is not the result of employee absence.

15. Employees being recalled to the same or higher labor grade they were bumped or laid off from will return to their previous rate of pay plus any annual contractual increases that have occurred.

16. In the event of a plant shutdown wherein substantially all of the plant operations are permanently discontinued, employees will receive severance pay. This severance pay will equal 50% of the employee's earnings based on forty (40) hours work at the regular hourly regular in effect at the time of layoff. Employees with five (5) or fewer completed years of service will receive five (5) weeks of severance pay. Employees with six (6) or more completed years of service will receive one week of severance pay for each completed year of service up to a maximum of twenty-six (26) weeks

17. In order to secure ratification of this Agreement, the Company agrees to offer the following options to each bargaining unit member:

- \$450, less normal payroll deductions, paid in a separate check on or before June 20, 2008, OR
- \$450 deposited into one's 401(k) account (pre-tax, except as might be legally required to be withheld), OR
- \$450 deposited into one's HSA account (pre-tax)

The above signed elections must be made by close of business Monday, June 16, 2008 in order to meet the Company deadline noted above.

8. SENIORITY

1. When permanent job openings occur, they will be posted for bid for three (3) working days, and the job openings shall be filled within ten (10) working days, and placed within twenty (20) working days of the posting, following the procedure listed below:

- A. The most senior bidder shall be allowed to demonstrate that he/she has the skill and ability to perform the position in an efficient manner.
- B. If the senior bidder does not demonstrate the required skill and ability,

then the determining factors in selecting from the remaining bidders will be skill and ability.

C. If two (2) or more of the remaining applicants have relatively equal skill and ability (both are reasonably qualified and the best among the available bidders), the most senior person shall be selected. If an employee believes he/she has not been given such preference, he/she may have recourse to the grievance procedure.

2. If the Company fails to place the successful bidder by the twentieth (20th) working day, that employee will receive a fifteen (15) cent per hour wage increase for hours worked beyond the twentieth (20th) working day. This wage increase will be reversed when the employee is placed. The successful bidder will be given a training period up to thirty (30) working days provided that he/she is reasonably qualified for the job. The Company is not required to fill the job opening within ten (10) working days if no qualified employee bids for the job, and the Company must go outside the bargaining unit to fill the job.

A. With respect to a reduction in force, the least senior employee within the affected classification shall have the opportunity to bump using his plant-wide seniority to a position that he/she can perform without a period of trial or training. However, such employee shall be permitted a one (1) day period to become familiar with the duties and requirements of the job. If the employee is unable to perform the job satisfactorily, he/she shall be subject to layoff. When there is sufficient work within the classification to warrant a recall, the employee will have the opportunity to return to that classification in order of seniority. The Company shall notify the Union Committee of lay-off prior to the actual layoff and review bumping rights and seniority rights of people involved.

B. Should a reduction in force on the night shift or should a discontinuance of the night shift occur, present night shift senior employees shall be given preference for employment over less senior employees on the day shift.

C. Qualified night shift employees shall have preference over new hires for day shift openings, as soon as a suitable replacement has been trained.

D. New employees shall be assigned to the lowest labor grade except where no qualified employees have bid for the job.

E. All job classifications shall be subject to posting during the duration of this contract.

F. An employee who successfully bids to another job may not exercise his/her seniority to bid again for a six (6) month period.

3. When it is determined that an additional Group Leader is required, the Company shall post a notice to provide all employees an opportunity to express interest in the position.

The Company shall have the authority to make its selection based solely on the following criteria:

- A. Skill and knowledge of products, machinery, and processes of the area covered
- B. Communications and teaching skills
- C. Organization and Leadership abilities
- D. If the criteria in 1, 2 & 3 above are equal among two (2) or more candidates, seniority will be the determining factor.

The selection of the Group Leader is not governed by Article 8, Section 1 of the Collective Bargaining Agreement, except as provided above.

4. When it is determined that an additional Trainer is required, the Company shall post a notice to provide all employees an opportunity to express interest in the position.

The Company shall have the authority to make its selection based solely on the following criteria:

- A. Skill and knowledge of products, machinery, and processes of the job classification covered.
- B. Communications and teaching skills.
- C. If the criteria in A & B above are equal among two (2) or more candidates, seniority will be the determining factor.

The selection of the Trainer is not governed by Article 8, Section 1 of the Collective Bargaining Agreement, except as provided above.

5. When openings for Voluntary Skill Development occur, such opening will be posted for three (3) days, and the most senior bidder who shall be in good standing shall be selected to begin training under the Company's Voluntary Skill Development program. If the senior bidder fails to complete the Voluntary Skill Development program, then the determining factors in selecting from the remaining bidders will be skill and ability.

- 6. Seniority shall be considered broken only under the following conditions.
 - A. When an employee shall be discharged for just cause and shall not be reinstated.
 - B. When an employee voluntarily terminates his/her employment.
 - C. When an employee is absent for three (3) or more successive work days without notifying the Company, unless unable to do so.
 - D. After a layoff or approved absence for any cause recall rights shall be as follows:

Seniority at time of Layoff or Approved Absence	Period of Retention
--	------------------------

Less than one (1) year	Equal to Seniority
More than (1) year but Less than 5 years	One (1) year
More than (5) years	Two (2) years

Employees returning from a layoff or approved absence as stated above will be returned to their former classification with any and all contractual increases and benefits. Any employee on an absence for reasons such as Short Term Disability, Family Medical Leave, or Workers Compensation shall be guaranteed the opportunity to return to their position that they left from for a period of up to a maximum of twenty-six (26) weeks, provided that there has been no ensuing reduction in force that would have impacted them based on their seniority. In addition, that employee, if unable to return within the twenty-six (26) week time period shall be placed in an inactive status at the end of the twenty-six (26) week period with rights equivalent to those above, based upon their seniority at the time of the start of the absence and shall be recalled to any opening they are capable of performing once they are capable of returning to work.

Any employee who has experienced a demotion as a result of a reduction in force whether in the presence or absence of a layoff shall have restoration rights to their previous position for the same length of time as outlined above. Any such position that any employee has restoration rights to shall not be subject to Sections 1 and 2 herein unless said employee refuses such rights. If said employee is restored to their former position, they shall return to the same pay rate including any and all contractual increases and benefits. If said employee refuses restoration rights for any reason, those rights are then forfeited and that position would then be subject to Sections 1 and 2 of this Article.

E. When a laid-off employee has been sent a notice to return to work, by certified mail, to his last known address and fails to report to work within seven (7) calendar days.

F. Conviction of a felony.

7. The Company shall furnish the Union, January 1st and July 1st of each year, with a seniority list showing the job classifications and rates of pay of each employee covered by the terms of this Agreement. The Company shall submit to the Shop Chairman a list of any changes monthly. The Union agrees that it will not post on the bulletin board the rates of pay furnished under this paragraph.

8. Employees selected for assignment to night shift work shall be the least senior qualified employee(s), unless a more senior qualified employee shall request such assignment. However, if the unfilled night shift position can be easily learned, and no other employee wishes to be voluntarily transferred to such position, then the least senior employee shall be assigned to such night shift position.

9. A new employee shall be considered to be on a probationary period for sixty (60) working days and shall have no seniority rights. The continuation of the employment of probationary employees shall be at the sole discretion of the Company.

A. Upon completion of the probationary period, such employees retained by the Company shall be given seniority dating back to their date of employment. The Company may suspend or discharge probationary employees for any reason whatsoever and no claim may be made by them or the Union that such discharge violates this Agreement.

B. Before the initiation fee and first month of Union Dues are taken, the Company shall meet with probationary employees in the presence of the Union to inform the probationary employee of his/her progress, and the Union shall also remind them at that time that as a probationary employee, as of their 30th day of probation, the Union fees and dues will be deducted from their paycheck and are not refundable.

10. There shall be a Shop Committee of three (3) members.

A. In the event the night shift shall exceed twenty (20) people, one more Committeeman shall be chosen to represent them.

B. In all matters of layoff and subsequent hiring, the members of the Shop Committee, not to exceed three (3), to be named by the Union and the Local Lodge or District Lodge office, if elected, not to exceed three (3), shall have top seniority in the shop.

9. SUSPENSION OR DISCHARGE

1. The Company agrees that no employee who has successfully completed his probationary period shall be suspended or discharged without just cause. If any employee is suspended or discharged, a member of the Union Shop Committee shall be present when the employee is informed of said suspension or discharge.

2. If after such interview, the employee believes he has been improperly suspended or discharged, he may have recourse to the grievance procedure.

3. Any employee found to have been suspended or discharged without just cause by an arbitrator shall be reinstated to his job without loss of seniority. The arbitrator's decision shall be final and conclusive and binding upon all employees, the Company, and the Union.

10. LEAVE OF ABSENCE

1. Any employee, after application stating the purpose and time duration required, shall, at the Company's discretion, be granted a leave of absence, without compensation, because of Union business. Such leave of absence may be extended by mutual agreement between the Company and the Union. During such leave of absence his/her seniority shall continue and accumulate. It is understood that the employee shall, upon application, be reinstated at the prevailing rate at the termination of such leave of absence provided, however, that he/she has returned on time, that he/she has seniority rights, work which he/she is qualified for is available, and he/she shall be able to perform such work. The Union shall have the right to grieve a refusal by the Company to grant a leave of absence, or extension thereof.

2. The Company and the Union agree to comply with the State and Federal Law relating to the rights of the employees with regard to the Family Medical Leave Act. The Company will designate any leave of absence as Family Leave where the conditions surrounding the leave fit within the guidelines of the FMLA. At the conclusion of an FMLA or a period of STD benefits (not to exceed 26 weeks), an employee will not be granted a Personal or Emergency leave to further extend his/her time away from work.

3. A. Personal Leaves of Absence

Employee(s) with three (3) or more years of continuous employment with the Company shall be granted a leave of absence for personal reasons, without compensation, not to exceed sixty (60) calendar days. Requests for personal leave must be submitted to the Company by March 1 of each year, and such personal leave may be scheduled in conjunction with the employee's vacation schedule. In addition, no more than one (1) such leave of absence will be granted to an employee during a three (3) year period. An employee requesting personal leave shall be required to use all accrued vacation prior to requesting such personal leave. Seniority shall not continue to accumulate beyond sixty (60) days.

B. Emergency Leaves of Absence

For employee(s) with three (3) or more years of continuous employment, the Company will consider granting an emergency leave of absence, without compensation, not to exceed sixty (60) calendar days. Such leaves will be approved when the volume of business and staffing requirements permit. Requests for emergency leave of absence shall be made as soon as possible prior to the beginning of such leave, and no more than one (1) such leave of absence will be granted to an employee during a three (3) year period. An employee requesting emergency leave shall be required to use all accrued vacation prior to requesting such emergency leave. Employee(s) unable to return to work from an emergency leave of absence because of reasons completely beyond their control shall be reinstated upon their return to work, provided that they notify the Company of the reason for not being able to return, as soon as possible, but not later than the expiration date of such leave of absence. Seniority shall not continue to accumulate beyond sixty (60) days.

C. The total number of leaves of absence shall not exceed two (2) employees within the plant during the same period.

4. An employee shall be entitled to continue insurance coverage and Union membership provided that he pays premiums and dues, in advance, to the Company and the Union before starting the leave of absence.

11. VACATION

1. Each person in the employ of the Company on June 1, who has been continuously employed by the Company for six (6) months or more immediately preceding June 1, shall receive vacation with pay according to the following schedule:

6 Months but less than 1 year - 40 hours
 (pro-rata for less than 6 mo, as follows: Jan - 32 hrs., Feb - 24 hrs.,
 March - 16 hrs., April - 8 hrs).

1 Year but less than 2 years	- 60 hours
2 Years but less than 4 years	- 80 hours
4 Years but less than 5 years	- 90 hours
5 Years but less than 10 years	- 100 hours
10 Years but less than 15 years	- 120 hours
15 Years but less than 20 years	- 140 hours
20 Years but less than 25 years	- 160 hours
25 Years and over	- 200 hours

2. Calculation of vacation pay is to be at the employee's regular hourly rate in effect at the new rate structures effective 6/2/08, 6/1/09, and 6/7/10 respectively.

Vacation pay will be paid in a lump sum and included with the paychecks on the following dates: 6/27/08, 7/3/09, and 7/2/10.

3. Vacation pay for early retirement, untimely death or layoff shall be paid as accrued.

4. The Company may schedule a one (1) week shutdown period that will be the week between Christmas and New Year's Eve. The Company reserves the right to schedule employees to work during any such plant shutdown.

5. Each January employees will be given a questionnaire relating to their preference for their vacation schedule. The questionnaire will show the employee's vacation benefit and will ask the employee to give three (3) choices for his/her vacation schedule. These questionnaires will be collected through the end of February. The Company will schedule vacations with the objective of meeting the employee's preferred schedule. However, the Company must maintain adequate staffing in all areas of the plant. The schedule for staffing requirements is as follows:

<u>JOB CLASSIFICATION</u>	<u>NO. EMPLOYEES ON VACATION ALLOWABLE AT THE SAME TIME</u>
Crib Attendant	1
Custodian	1
Electrical Check/Test	1
Expeditor/Material Coordinator	1
Fine Tube Maker	1
Mechanical/Electrical Assembler	3
NC Punch Press Operator	1
Packer/Material Handler	3
Press Brake Operator	1
Punch Press Operator "A"	1
Punch Press Operator "B"	1
Shear Operator	1
Sheet Metal Mechanic	1
Shipper/Receiver/Crater	1

Spot Welder	1
Spray Painter	1
Tool & Dye Maker & Maintenance Mechanic	1
Utility Person	1
Welder/Brazer	2

6. The total employees on vacation at the same time cannot exceed 10% of the total number of employees in the plant, except under the following circumstances:

A. The Department and Shop-wide vacation caps may be exceeded at the discretion of the Plant Manager.

B. In cases of plant shutdown.

After consideration of department and plant staffing, seniority will be the basis for vacation scheduling if conflicts exist.

7. The Company will post a master vacation schedule by the end of March. The employees requesting vacation schedules after February 28th will be processed on a first come, first serve basis.

8. Some of the products that the Company manufactures are quite seasonal. Because of this, the Company encourages employees to take their vacations during the slower times of the year. The Company, therefore, will pay weekly bonuses to employees for any five (5) consecutive days of vacation taken as follows:

<u>MONTH IN WHICH VACATION IS TAKEN BEGINS</u>	<u>AMOUNT OF WEEKLY BONUS</u>
Nov., Dec., Jan., Feb., Mar., Apr.	\$75.00

If the vacation days taken overlap a bonus month and a non-bonus month, the bonus will be prorated accordingly.

For vacation time taken in increments of one (1) week or more at a time, the employee must schedule the time with the Company at least one (1) week in advance, which vacation may be granted subject to the provisions of this Article. For vacation time taken in increments of less than one (1) week at a time, the employee must schedule the time with the Company one (1) full day in advance, which vacation may be granted subject to the provisions of this Article.

9. Employees shall be credited with eight (8) hours of earned time off at such employee's regular hourly wage for each three (3) months of perfect attendance.

A. The following will not be charged against the employee's attendance record for the purpose of this section:

- Scheduled Vacation
- Jury Duty
- Bereavement Leave

Earned Time Taken
Union Business

- B. Time credited may be combined with partial weeks of excess vacation in order to provide the employee with additional vacation days which will be scheduled and approved by the Company in the normal manner.
- C. The employee may elect to receive eleven (11) hours pay in lieu of eight (8) hours of time off.
- D. Each three (3) months of perfect attendance will be calculated from the last date of absence or tardiness, or the date of the last earned time off, whichever is applicable.
- E. The credited hours of time off may be banked for the duration of this Agreement.
- F. Employees may take such earned time off in minimum increments of one (1) hour.
- G. Employees may use such earned time off to cover any instances of absence or tardiness.

12. PAID HOLIDAYS

1. Subject to the requirements of paragraph 2 hereof, employees shall be paid for the following holidays whether or not they fall in the scheduled workweek:

New Year's Day
President's Day
Good Friday
Memorial Day
July 4th
Labor Day
Thanksgiving Day
The Day after Thanksgiving
The Day before Christmas
Christmas Day
The Day before New Year's Day
Employee's Birthday

2. To be eligible for holiday pay the following conditions must be met:
- A. The employee shall be in the employ of the Company on each of the above holidays, as stated in B. below, and must have worked within the thirty (30) working days preceding the holiday.
 - B. An employee shall work all the regularly scheduled eight hours exclusive of no more than one (1) hour lost due to tardiness on the last scheduled work day prior to and all the regularly scheduled eight (8) hours exclusive of no more than one (1) hour lost due to tardiness on the next scheduled work day after the holiday. An employee shall not be disqualified for holiday pay when tardiness or

absence is for good and sufficient reason and beyond the employee's control.

C. When an employee is in compliance with A. above and does not meet the requirements of B. above by reason of sickness and shall have provided written evidence in the form of a doctor's certificate establishing legitimate injury or illness or when the absence is necessitated by death in the employee's immediate family, he shall receive such holiday pay.

D. Saturday and Sunday shall not be considered qualifying days for holiday payment.

E. When holidays fall on consecutive days, the day before the first holiday shall be the only qualifying day for the first holiday; and the day after the second holiday shall be the only qualifying day for the second holiday.

F. New employees with less than 30 calendar day's employment shall not receive Holiday pay during their probationary period.

G. All employees are eligible for a Birthday holiday subject to the provisions of this Agreement. An employee must be employed for a minimum of one (1) year prior to their birthday in order to receive the earned day, to be paid as earned time according to Article 11, Section 9.

3. Each eligible employee shall be paid eight (8) hours pay at such employee's regular hourly regular then in effect at the date of the holiday.

A. An employee who works on one of the holidays as outlined in the Agreement (with the exception of the Employee's Birthday) shall be paid double time and one-half for all hours worked up to twelve (12) hours. Any hours worked beyond twelve (12) hours shall be paid at triple time. In the event the employee works less than eight (8) hours, he will be paid double time and one-half for hours worked and the difference between that and eight (8) hours shall be paid at straight time rate. It is understood that this arrangement covers both holiday pay and time worked.

13. SAFETY AND SANITATION

1. The Company shall provide safe and sanitary working conditions to include proper lighting, toilet facilities, locker space, etc.

2. A Safety Committee consisting of the duly elected Chairman of the Shop Committee shall make safety inspections in and about the premises at three-month intervals, with such person as shall be designated by the Company.

3. All employees shall wear steel toe safety shoes as a condition of employment. The Company will reimburse each employee up to eighty dollars (\$80.00) when such employee submits to the Company a receipted bill showing that a pair of Safety Shoes has been purchased for his own use, not to exceed one pair per year.

4. When an industrial injury is reported on the day it occurs, and the employee is sent home for the remainder of the shift, he/she shall be paid for the balance of the shift, including scheduled overtime if any.

5. When an employee is temporarily transferred to a position which that employee believes is physically beyond his/her ability to perform, it will be that employee's responsibility to provide management with a doctor's statement expressly prohibiting the employee from performing such work and relating the employee's lack of ability to an accident, an operation, or other condition that may have rendered the employee incapable of performing the assigned task. A doctor's expressed prohibition for "regular work" must be detailed as to length of time involved and the nature of the medical restriction. Should management have a question concerning the statement of the first doctor, a second opinion by an independent second doctor will be sought. If, as a result of the doctor's statement, there is no suitable work available, the employee will be sent home.

6. All employees shall wear safety glasses as a condition of employment. The Company will reimburse each employee up to eighty (\$80.00) each year, or when one's prescription changes, toward the purchase of a new pair of safety glasses, when such employee submits to the Company a receipted bill showing that a pair of Safety Glasses has been purchased for his own use.

7. For safety shoe and safety glass purchases, employees may accumulate the value of each annual payment for said shoes and glasses – for the purpose of buying more expensive shoes and/or glasses. All such purchases must be made during the term of this Agreement.

14. MISCELLANEOUS

1. An employee may retire at age 62. A six (6) month prior notice must be given to the Company in writing.

2. On any layoff or reduction in work force of employees belonging to the bargaining unit of the said International Association of Machinists, the Company is only obligated to maintain payments of insurance and hospitalization for said laid-off employee thirty (30) calendar days from date of layoff, or said reduction in work force, but not beyond.

3. Any employee drafted into service in the U.S. Armed Forces shall receive, upon entering such service, as additional compensation, an amount equivalent to two (2) weeks pay based on forty (40) hours at the employee's regular hourly wage.

4. Material to be posted on the Union bulletin board shall be shown to the Plant Manager before posting and shall consist only of official Union notices.

5. Supervisory employees shall not perform work normally assigned to employees in the bargaining unit except in connection with the following:

A. Instruction of employees in the performance of jobs or in the operating of machines.

B. Adjusting and testing machines, or equipment.

- C. Performing experimental work.
- D. Inspection – in process and finished.
- E. Health and Safety Investigations.
- F. To correct emergency situations.

6. Employees duly authorized to handle grievances and participate in negotiations shall be afforded the necessary time during their scheduled working hours, and shall be paid at their regular hourly rate for such time, provided such time is reasonable, necessary, and not excessive. Either party to this Agreement may file a grievance with the other party concerning whether or not such time is or is not excessive. Any employee may request time to consult his/her committee person concerning a grievance by requesting such time from his/her supervisor, such time not to be unreasonably denied by the Company. Such employee will then be permitted to visit his/her committee person to discuss the grievance, as promptly as reasonable under the circumstances.

7. The chairman of the shop committee shall have access to the plant manager to discuss union/management issues. Such requests shall be made through the department supervisor who will notify the plant manager.

8. The plant manager will meet with the shop committee on a monthly basis to review issues of mutual concern.

9. The chairman will be introduced to all new employees during his/her orientation tour.

10. If an employee has a pay shortage of any wages in excess of \$20 due to a Company error, the employee will receive a check no later than the end of the next business day after notification to the Company.

11. A. No full-time employee shall be laid off while part-time employees are employed. Students shall be given preference in part-time employment.

B. Any employee called into an office by the Company for any reason, shall, if he so requests, have a Union Committeeman present. The Company shall notify the Committeeman immediately, if the employee so requests.

C. The Company agrees to provide space for the members of the Shop Committee to confer on problems arising under the terms of this Agreement during their lunch period and for one (1) hour immediately before their starting time or one (1) hour immediately after their quitting time. The Company shall not be required to compensate the Committeemen for such time.

D. The members of the shop Committee, upon reasonable notice, shall be allowed to leave the plant to perform Union business, without compensation.

E. The Company shall print and distribute labor contract booklets to all employees.

F. An employee who must report for or serve on jury duty shall be reimbursed for the day(s) that an employee is required to report for or serve on jury duty. Reimbursement shall be for a normal scheduled work day(s) only (Monday through Friday), and shall be the difference between the employee's regular hourly regular times eight (8) hours and the daily jury duty pay received, not to exceed sixty (60) calendar days per year.

G. The Chairman of the Shop Committee shall be notified promptly of all personal rate increases put into effect.

H. An apprentice must become and remain a Union member. An apprentice is to receive all benefits, including any general wage increases, which are contractually established for Union members. Upon completion of the prescribed course of study by the Connecticut State Apprenticeship Council, Connecticut Labor Department, the Company and the Union will negotiate and establish an appropriate journeyman classification rate.

(I.) During compliance with all the provisions of this Agreement, the Company may display the appropriate union label of the International Association of Machinists and Aerospace Workers AFL-CIO on all products produced under the terms of this Agreement. The Company agrees that all union labels shall be the property of the Union.

12. It is agreed that no employee shall be discriminated against by reason of race, creed, color, sex, national origin, disability, veteran status, or age. In this document the designation of an employee as "him/her" shall refer to either gender.

13. The Company shall inform the Union Shop Committee of the need to sub-contract work and explain the reasons.

14. The Company shall negotiate with the Union Shop Committee for the purpose of soliciting their ideas and alternatives before subcontracting any work which can be performed by employees in the bargaining unit, if such subcontracting either (1) results in the layoff of employees, or (2) results in a reduction of the work week below forty (40) hours per week.

15. The Company shall discuss with the Union Shop Committee for the purpose of soliciting their ideas and alternatives before implementing technological changes in the means and methods of production. For purposes of this Agreement, "technological changes" shall mean changes that result in (1) the layoff of employees, (2) a reduction of the work week below forty (40) hours per week, or (3) the creation of new job classifications as a result of such technological changes.

15. BEREAVEMENT

1. Employees shall be entitled to paid bereavement leave so that in the event of a death of an employee's spouse, child, father, or mother, the employee shall be entitled to five (5) working days off with pay, computed at the employee's regular hourly wage.

2. The employee will be entitled to three (3) working days off with pay in the event

of the death of a sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, or grandmother.

3. The Company will require reasonable verification of the death and the relationship to the employee.

16. STRIKES AND LOCKOUTS

1. Except as provided for in Article 4, Section 4 A. of this Agreement, the Union agrees that neither it nor its Officers, Representatives, Committeemen, nor its members will for any reason, directly or indirectly, cause, sanction or engage in any strike, including sympathy strikes or unfair labor practice strikes, walkout, slow-down, sit-down, stay away, limitation of production, boycott of a primary or secondary nature, picketing, or any other form of interference with the peaceful and efficient operation of the business of the Company during the term of this Agreement.

2. The Company shall not cause, sanction, or engage in a lockout during the term of this Agreement.

3. The Union shall not be liable for any strike, stoppage of work, slow-down or walk-outs by the employees of the Company unless such action shall have been authorized, sanctioned, condoned, induced, supported or directed by the said Union. Should any employee engage in any such activities, without such authority, sanction, or direction, said Union shall immediately request such members to return to work, shall advise them they are in violation of this Agreement and shall not grant them assistance in any manner. Any employee engaging in such unauthorized action shall be subject to discharge without notice and such discharge shall not be subject to the grievance procedure or to arbitration as provided for herein, provided, however, said Lodge No. 354 may submit any dispute to the grievance and arbitration procedure as to the actual participation of any employee in any of the foregoing acts and such submission shall not be construed as authorizing, sanctioning, inducing, supporting or directing the conduct of the employee or group of employees participating in the foregoing acts.

17. VOLUNTARY SKILLS DEVELOPMENT

The Company will institute a program to train employees to perform the work of job classifications other than the employee's currently assigned job classification for the duration of this Agreement. The purpose of this cross-training program is to allow employees to improve their skills and compensation while providing the Company with the flexibility to shift employees to areas and job classifications as business conditions warrant and is not intended to eliminate current positions. The employees may on a voluntary basis acquire additional skills under this program.

1. Posting and Selection. The Company will post opportunities for employees to participate in Voluntary Skill Development training. Such opportunities will be posted for bid for three (3) working days, and the successful bidder will be notified within ten (10) working days of his or her selection. The selection of employees for Voluntary Skill Development training shall be based on seniority, subject to the bidder's overall work record. The Company reserves the right to determine from time to time the number of

Voluntary Skill Development opportunities (“VSD Slots”), whether to offer VSD Slots for any particular job classification, and the timing of the posting of the VSD Slots.

2. Training & Certification. Employees selected for the VSD Slots will be trained to perform the tasks for the applicable job classification. Training will be scheduled by the Company and the Company will make reasonable effort to train employees as soon as possible. Training will be provided by a certified trainer selected by the Company. All training for the VSD Slot will be completed within a maximum of six months for VSD Slots in Grades 1 through 4, inclusive, and three months for VSD Slots in Grades 5 through 8, inclusive, after the employee has been selected for the VSD Slot. Upon completion of the training, the employee will be required to demonstrate to the trainer and the applicable supervisor the required skills and ability to perform the tasks associated with the job classification for which they are training. The successful demonstration that the employee is capable of performing all the required tasks and meet the quality and production standards associated with such job classification shall result in the employee’s certification by the trainer and the applicable supervisor. Failure to successfully complete required training lessons or demonstrate adequate progress during the training period will result in the termination of the employee’s training with no certification and no wage increase.

3. Payment. Compensation for cross-training shall be on a point system. Employees shall be credited with one point for their current job classification, and shall earn one point for certification in each job classification that is within the employee’s current labor grade, and two points for certification for a job classification that is above their current labor grade. An employee may only obtain a maximum of **four (4)** points for all job classifications for which they are certified. Upon certification, each employee shall receive an increase in their regular hourly rate of pay as provided in Article 7, Section 10.

4. Assignment. Notwithstanding the provisions of Article 7, Section 12, all employees who have been certified for a particular job classification must work on such certified job classification as determined by the Company. Employees so assigned shall not be paid any additional compensation except as provided in Article 7, Section 10. If the assignment is to a higher labor grade and the employee’s current rate (including any additional compensation pursuant to Article 7, Section 10) is less than the minimum starting rate of the higher labor grade, then the employee shall be paid the minimum starting rate of such higher labor grade. If a certified employee is assigned to another job classification to cover the absence of another employee, such assignment shall not exceed sixty (60) working days.

5. Upgrades. Notwithstanding Article 8 of this Agreement, employees who have been certified for a job classification shall have preference in the bidding for any open positions to such job classification, and if two or more employees bid for an open position for which they are certified, then the employee with the most seniority shall be offered the position.

6. Recertification. Each employee must demonstrate their skills in their certified job classifications by working in such job classifications for two weeks every calendar year. The Company shall afford the opportunity to each employee for recertification. If the employee fails to demonstrate their skills in their certified job classification within the above time frame, they shall no longer be certified and shall not receive the wage adjustment set forth above.

18. EMPLOYEE BENEFITS

Except as provided herein, the company shall provide the following insurance coverages for eligible employees.

Employees who have become eligible for Company medical benefits shall be eligible for the following life insurance coverage:

	Effective <u>June 11, 2008</u>	Effective <u>June 11, 2009</u>	Effective <u>June 11, 2010</u>
<u>LIFE INSURANCE</u>	\$31,000	\$ 32,000	\$ 33,000
<u>ACCIDENTAL DEATH AND DISMEMBERMENT</u>	\$ 31,000	\$ 32,000	\$ 33,000

SUPPLEMENTAL LIFE

Employees who have completed on (1) year of continuous Company service shall be eligible to participate in the "Supplemental Group Term Life Insurance Coverage". Employees may choose to purchase additional or supplemental insurance coverage for themselves and their eligible dependants under the terms and conditions as set forth by the carrier's plan description brochure, or a comparable plan.

ACCIDENT & SICKNESS

Employees who have completed six (6) months of continuous Company service shall be eligible for the following accident and sickness benefits:

60% of regular 40 hours straight time rate earnings with a minimum of \$ 260 per week for the first contract year, \$265 for the second contract year, and \$270 for the final contract year.

Accident and sickness benefits shall become effective on the first day of absence due to an accident, or on the eighth day of illness except when the employee is admitted to the hospital. In this case the benefit will become effective on the date of admittance. This benefit will continue for a maximum of twenty-six (26) weeks.

No new STD period can begin until employee has returned to work and worked at least 30 calendar days. Further, STD benefits cannot exceed 26 weeks in a rolling 12-month period.

HEALTHCARE BENEFITS

Hospital, medical and surgical benefits are provided under a Preferred Provider Organization (PPO) plan. Within the Company's High Deductible Health , the following will be in effect during the term of this CBA:

- 1) One-time "Shared Savings" contributions to employee's HSAs will be as follows :

Single - \$200 (in their HSA account by 7/1/08)

Double - \$400 (in their HSA account by 7/1/08)

Family - \$600 (in their HSA account by 7/1/08)

- 2) “Match” of employee contributions to their HSA (up to their annual deductible) – throughout the life of the Agreement: 23% in one’s HSA

In all cases, the plan document provided by the administrator shall be the final determinate of benefits due.

PREMIUM COST SHARING (WEEKLY)

As noted above, effective, January 1, 2006, a new High Deductible Health Plan went into effect; the following weekly employee premium rates are currently in effect:

Single	<u>\$5.55</u>
Double	<u>\$16.50</u>
Family	<u>\$32.87</u>

The contribution rates are subject to change on January 1st of each year. Any annual increase shall not exceed 2% of the previous year’s employee contribution rate.

An Opt-Out/Non-Enrollment Bonus of \$100 per month shall be paid quarterly to anyone showing proof of other health insurance coverage. Employees become eligible for medical or Opt-Out on the 1st of the month following the completion of their probationary period. Those covered by government-funded plans (e.g. Husky in CT) are not eligible for the Opt-Out.

DEPENDENT COVERAGE

Family membership includes the spouse, and all unmarried dependent children up to age 19, or if a full-time student, up the age of 24.

For full time dependent students up to age 24 not covered under the Company’s Plan, but electing coverage under the School’s Plan, the cost of insurance will be reimbursed to the employee up to \$200 per semester. The employee must present a receipt to show the purchase of insurance and school transcript to indicate completion of the semester.

RETIREE MEDICAL INSURANCE

Any employee at least sixty-two (62) years old, but less than sixty-five (65) years old, who elects early retirement and has attained a minimum of thirty (30) years seniority with the Company at the time of such early retirement, may, at the employee’s option, elect to

continue group insurance coverage until such employee's sixty-fifth (65th) birthday, provided that such employee pays the current monthly working rate premium or cost, in advance, single or family as applicable, on a monthly basis. A retired employee must remain a resident of the U.S.A. to be eligible to purchase continued coverage under this paragraph.

HOSPITAL AUDIT BONUS

If an error of overcharges in a hospital billing for eligible expenses incurred by a covered employee or covered dependent is found by an employee, that employee will receive a bonus of 25% of the total hospital benefits saved by the Plan. The maximum bonus amount payable to an employee for each complete hospital audit is \$500.

DENTAL BENEFITS

Dental benefits are available for eligible employees under a Company sponsored Plan in which certain levels of benefits are paid on behalf of employees and eligible dependents. After annual deductibles are met, specific coverage is provided for various classes of service under the Plan. See Exhibit D for highlights of the Plan.

Effective the first of the month following completion of one (1) year of company service, employees may participate in the Mestek Inc. Dental Program providing that the employee makes a contribution to the premium cost sharing as indicated below:

Effective June 11, 2008:

Employee only	<u>\$ 2.35</u>
Employee plus 1 dependent	<u>\$ 5.02</u>
Employee plus 2 or more dependents	<u>\$ 7.97</u>

The contribution rates are subject to change on June 11 of each year. Any annual increase shall not exceed 2% of the previous year's rate.

VISION PLAN

The Company will make available to all bargaining unit members the same vision benefit plan as is available to other Mestek employees. The specific plan benefits and costs for the coverage – which is “employee-paid” – are available from Human Resources.

For the purpose of the initial enrollment in this Plan, there will be an “open enrollment period” in the month of June 2008 (specific dates to be posted) for an effective date of July 1, 2008. For future years the Plan will run on an annual calendar basis (from January 1 through December 31 of each year), with “open enrollment” set during the fall of the previous year.

19. DURATION OF AGREEMENT

This Agreement shall become effective on 12:01 A.M. on **June 11, 2008** and shall remain in full force and effect until 12:00 A.M. on the first Friday in June of 2011 (6/3/11)

and thereafter, unless either party serves a sixty (60) day written notice on the other specifying a desire to modify or terminate this Agreement. Should neither party give such sixty (60) day notice, this Agreement shall remain in full force until such notice is given and for sixty (60) days thereafter. The parties shall confer for the purpose of bargaining thereon without delay. If no agreement is reached as a result of such bargaining, this Agreement shall terminate on its termination date.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and representatives, hereunto and to a duplicate original hereof, set their hands and seals on the year and day first written above in South Windsor, Connecticut.

**Capital City Lodge No. 354
District No. 26
International Association of
Machinists and Aerospace
Workers, A.F.L.-C.I.O.**

**MESTEK, INC.
SOUTH WINDSOR GROUP**

By: _____
Steve Merrick

By: _____
David R. DeBell

Carlton W. Bailey

Lawrence P. Desmarais

Raymond Kryzak

James Carney

Nathan Mardeuse

Rebecca Forget

Matthew Brown

By: Steve Merrick
Carlton W. Bailey
Raymond Kryzak
Nathan Mardeuse

David R. DeBell
Lawrence P. Desmarais
James Carney
Rebecca Forget
Matthew Brown

EXHIBIT A

	Labor Grade and Job Classification	<u>As of 6/2/08</u>		<u>As of 6/1/09</u>		<u>As of 6/7/10</u>	
		minimum start rate	maximum rate	minimum start rate	maximum rate	minimum start rate	maximum rate
1	Tool & Die Maker	\$19.24	\$22.93	\$19.86	\$23.68	\$20.51	\$24.45
2	Sheet Metal Mechanic <u>Sheet Metal Equipment Set-Up Operator</u>	\$16.15	\$19.84	\$16.67	\$20.49	\$17.21	\$21.16
3	Maintenance Mechanic <u>Shear Operator</u> <u>Welder/Brazer</u>	\$14.92	\$18.63	\$15.40	\$19.23	\$15.91	\$19.86
4	Electrical Check/Test NC Punch Press Operator Press Brake Operator Punch Press Oper. A	\$14.30	\$18.00	\$14.76	\$18.58	\$15.24	\$19.19
5	<u>Baseboard Accessory Cell Operator</u> Expeditor/Material Coordinator	\$13.39	\$17.07	\$13.83	\$17.62	\$14.28	\$18.19
6	Punch Press Oper. B Shipper/Receiver/Crater Spot Welder Spray Painter	\$12.76	\$16.46	\$13.18	\$16.99	\$13.60	\$17.55
7	Crib Attendant Fin Tube Maker Mech/Elec. Assembler Packer/Material Handler	\$11.22	\$14.92	\$11.59	\$15.40	\$11.96	\$15.91
8	Custodian Utility Person	\$10.60	\$14.30	\$10.95	\$14.76	\$11.30	\$15.24

Notes:

Sheet Metal Set-Up Operator and
Baseboard Accessory Cell Operator
are new jobs

EXHIBIT B

401(k) PLAN

Employees hired after June 1, 1999 shall be eligible to participate in the 401(k) program after completing their probationary period.

After completing one (1) year of Company service, eligible employees (including those listed in the schedules below) who voluntarily contribute **2%** or more (pre-tax) of his/her gross wages to the 401(k) Plan, shall be eligible for a 25% additional matching contribution (meaning 25% times the amount of the employee's "set-aside" of either 2%, 3%, or 4%) from the Company from the 2% level up to the 4% level.

Eligible employees who attain their sixtieth (60th) birthday shall receive an additional five (\$.05) cents placed in their 401(k) account for each hour worked. This payment will begin with the first pay period of the month after the employee's 60th birthday.

Effective June 11, **2008**, the Company shall increase its contribution by **five (5)** cents per hour added to each employees personal 401(k) account as reflected in the following schedule:

For all employees hired **before** June 1, 1984:

Fifty-five (\$.55) cents per hour.

For all employees hired **after** May 31, 1984 and **before** June 1, 1990:

Fifty (\$.50) cents per hour.

For all employees hired **after** May 31, 1990 and **before** June 1, 1993:

Forty-five (\$.45) cents per hour.

For all employees hired **after** June 1, 1993

Forty (\$.40) cents per hour after they have completed their probationary period.

It is understood between the parties that in no instance will these provisions be retroactive; however, any employee who has completed his/her probationary period but still has less than twelve (12) months will immediately fall into the final category.

EXHIBIT C

MESTEK, INC. DENTAL PLAN

Annual Deductible:

Individual	\$ 50
Double	\$ 100 (\$ 50 per person)
Family	\$ 150 (cumulative for members, \$ 50 maximum per person)

Coverage after Deductible:

80% Class I Services	Preventive and Diagnostic Care
80% Class II Services	Basic Restorations and Oral Surgery
50% Class III Services	Major Restorations, Dentures, and Bridgework
No Orthodontic Services	

Maximum Benefit per Year:

\$ 1,000 per person for Class I, II and III combined

PROGRAM COVERAGES

After the calendar year deductible per person is satisfied, Routine Dental Charges will be covered at 80% and Special Dental Charges will be covered at 50% of reasonable and customary.

Routine Dental Charges: **(Class I and II Services)**

1. Routine oral examinations (including diagnosis, x-rays and prophylaxis), but not including more than one such examination of the same covered person in any period of six (6) consecutive months.
2. Dental x-rays, other than those in connection with routine oral examination.
3. Oral surgery.
4. Dental extractions, including those performed in connection with orthodontic treatments.
5. Fillings, other than gold fillings.

6. Anesthesia administered in connection with dental care for which the charges count as covered dental charges.
7. Treatment of Periodontal and other diseases of the gums and tissues of the mouth.
8. Endodontic treatment, including root canal therapy.
9. Medicines and drugs administered or prescribed by a dentist.
10. Topical application of sodium or stannous fluoride to the natural teeth of a covered person who has not attained his 15th birthday.
11. Fixed or removable space maintainers for missing primary teeth.

Special Dental Charges: (Class III Services)

1. Inlays, crowns and gold fillings.
2. Initial installation of full or partial dentures of fixed bridgework to replace at least one natural tooth which is extracted while the patient is a covered person.
3. Replacement of, or addition of teeth to, existing full or partial dentures or fixed bridgework, provided A. such replacement or addition is required to replace one or more natural teeth, at least one of which is extracted while the patient is a covered person, or B. the existing denture or fixed bridgework was installed at least five (5) years prior to its replacement and cannot be made serviceable, and C. the replacement is not required because of the loss or theft of the denture or fixed bridgework.
4. Repair or re-cementing of crowns, inlays and fixed bridgework.
5. Repair and relining of dentures.

Special Provisions

1. There are no benefits payable for Periodontic treatment or Special Dental charges for a period of twenty-four (24) months if the patient did not become a Covered Person within thirty-one (31) days after the employee became eligible to have that person become a Covered Person.
2. No benefits are payable for dental care due to orthodontics or for cosmetic purposes.
3. Family membership includes your spouse and all unmarried, dependent children up to age nineteen (19). Full time dependent students between the ages of nineteen (19) and twenty-four (24) may be covered for the single premium coverage rate.

