

WEDNESDAY, AUGUST 6, 2008
SUMMARY

Company Counter to U96, U98 and U99 Section Appendix F – Medical, Dental and Vision Plan –

The Company accepts U99 which will increase coverage for the cost of frames under the VSP and Safeguard Vision Plan, effective 1/1/09. In addition, the Company offers a number of other benefit enhancements as follows:

- In response to U98 the Company will enhance dental benefits, effective 1/1/09 as follows:
 - Increase the Delta Dental Plan annual maximum benefit from \$1,000 to \$1,500;
 - Increase the Delta Dental Plan orthodontic benefit from \$500 to \$1000 and;
 - Fix employee monthly cost for the Delta Dental plan at the following levels for the term of the contract:
 - Employee Only \$12.50
 - Employee + 1 \$ 25.00
 - Employee + 2 \$ 50.00

Benefit Enhancement for Part-Time Employees.

- Effective 1/1/09 the Company will accelerate the medical benefit to part-time employees, such that they will become eligible after 12 months of continuous active part-time employment and will remain eligible thereafter while actively employed. The existing \$100 stipend provision will remain.
- Effective 1/1/09 the Company will extend the Safeguard dental benefit to part-time employees, also effective after 12 months of continuous active part-time employment. There will be no stipend option for this benefit.
- Effective 1/1/09 the Company will extend the SafeGuard vision benefit to part-time employees, also effective after 12 months of continuous active part-time employment. There will be no stipend option for this benefit.

All of the above is contingent on the Union accepting the Company's medical cost sharing proposal put forth in C94 and the updated Medical, Dental and Vision Benefit Agreement set forth in C109 (Appendix F of the collective bargaining agreement)

The amended Agreement merely updates the document to reflect administrative and benefit rate updates.

Any agreed upon changes to the Medical, Dental and Vision Benefit Agreement made during the 2008 contract negotiations will also be added to appendix F once the contract is ratified.

Union Counter to Company Counter U-20 – Article III Section 3.1 New Technology

“In order to implement and encourage a mechanism for improving discussion between the Company and the Union pertaining to any and all new technological changes which may affect the working conditions of the bargaining unit and that may arise during the period of the contact:

- When used in this clause, the term “workplace change” shall be interpreted to include all changes in technology such as computer hardware and software, materials, equipment, machinery, and tools as well as any changes in work processes and/or work organization and any work restructuring program such as efficiency improvement programs OPEX 20/20, AMI, management cost initiatives, etc.
- The Company shall provide the Union with advance notice of any proposed workplace change at the point the company begins to develop plans for the workplace change. Such notice shall provide updates of new or revised information as it becomes available. In the event of emergency technology changes, the Company shall give the maximum notice and information possible under the circumstances.

• Within the time periods referred to above, the Company shall provide the union with the following information:

1. A Full description of the change including its purpose and function, and how it would fit into existing operations and;
2. The estimated cost of the workplace change including implementation costs and the cost of ongoing support;
3. The projected implementation timetable for the workplace change;
4. The number and type of jobs (both inside and outside the bargaining unit) which would be changed, added, or eliminated by the change;
5. The anticipated impact on the skill requirements of the work force;
6. Details of any training programs connected with the change (including duration, content, who will receive and who will perform the training);
7. An outline of other options which were considered by the Company before formulating proposed changes; and
8. The expected impact of the change on job content, pace of work, safety and health, training needs, and contracting out.

In addition to the above, the Company shall give the Union as quickly as possible, but no later than 4 months after the signing of this agreement, a complete briefing on OPEX 20/20 and the Automated Metering Infrastructure (AMI) programs.

Resources: In order to stay current with work place changes that are taking place and in order to prepare themselves for discussing workplace change with the Company, the designated members of the Joint Steering Committee will be provided with five (5) days

per year of training by a trainer mutually agreed upon. Expenses for training, including paid time off for all participants and costs for trainers shall be paid by the Company.

Workplace Change Committee: A joint Workplace Change Committee shall be comprised of Joint Steering Committee members. The committee shall meet within ten business days after notice from the Company of a workplace change. In addition, the committee may have special meetings at the request of either party as workplace change issues arise or are identified. The Union and the Company shall each appoint 4 members of this committee. The Union members of the Committee shall have the right to put items on the agenda. Meetings shall be jointly chaired by the Union and the Company and all costs of the meetings, including wages for Union members of the committee shall be borne by the Company.

Protections: No members of the bargaining unit shall be laid off or lose wages and benefits as a result of workplace changes. Retraining shall be provided, at the Company expense, for all bargaining unit members affected by workplace change. All workplace changes shall be evaluated for their impacts on the health and safety of employees and plans shall be developed to engineer out any identified hazardous or harmful impacts. Nor workplace change shall be implemented in a way that transfers work from the bargaining unit to non-bargaining unit employees. Nothing in this clause shall be interpreted to replace or diminish the union's statutory right to bargain over any changes that are mandatory subjects of bargaining and/or that impact mandatory subjects of bargaining including wages, hours or conditions of employment."

Union Counter to Company Counter U91 and U92 Section – Appendix E – The Union will accept the Company's counter to Union proposals U91, U92 and Company proposals C93 and C108, contingent upon the Company providing an incentive contribution to bargaining unit employees as set forth below:

Incentive Contribution

For each year the Company shall establish targets and goals for the award of an incentive contribution. IF the set goals and targets are reached in accordance with the terms of the incentive contribution guidelines to be established each year, each participant who has completed on year of service shall receive an employer incentive contribution as determined by the Company. The employer incentive contribution shall be made from the employer's current or accumulated earnings, as computed in accordance with accepted accounting practices, before deduction of federal income taxes and reserves for contingencies, in any, other than reasonable reserves of a type of character allowed or allowable as deductions for federal income tax purposes and before deduction of any contributions hereunder. In order to be eligible for allocation of the Employer Incentive Contribution an eligible participant must be employed on the last day of the Plan year. Employer incentive contributions shall be allocated to eligible participant's accounts pro rata based on the respective proportion that each such participant's base pay bears to the total base pay of all such eligible participants.