

MANUFACTURING FACILITY
COLLECTIVE BARGAINING
AGREEMENT

LOCAL UNION 250

AND

HUSSMANN CORPORATION,
CHINO BRANCH

December 1, 2004 – November 30, 2007

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THIS AGREEMENT, is made and entered into this 1st day of December 2004, by and between HUSSMANN CORPORATION, CHINO BRANCH, located at 13770 Ramona, Chino, California 91710, hereinafter called the "Company," and UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING, PIPEFITTING, AIR CONDITIONING AND REFRIGERATION INDUSTRY, LOCAL 250, (AFL-CIO), hereinafter called the "Union."

This Manufacturing Agreement is a free standing agreement. All the terms and conditions of the Manufacturing Agreement are contained herein.

ARTICLE 1 RECOGNITION

1.01. The Company recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours and working conditions for all hourly paid employees holding job classifications described in the attached Wage Appendix, assigned to its manufacturing operation located at 13770 Ramona Avenue, Chino, California, excluding all salaried employees, clerical and professional employees, guards and supervisors and all employees in other currently recognized bargaining units.

1.02. Employees regularly working under the terms of the construction or service agreements between the Company and the Union who perform work assignments within the scope of work of this Agreement shall be paid the wage and fringe benefit package of the respective construction or service agreement applicable to them.

1.03. Excluded employees shall be considered and treated as non-unit employees regardless of the plant area in which they perform their work.

1.04. This Agreement is binding upon the Company regardless of whether it changes the name or address of its business. The Company shall give notice in writing to the Union of any intent to change the name or address of its business, or to perform business under more than one name or more than one address, prior to the adoption of a new or different name, or addition of new names or addresses as specified herein.

1.05. It is agreed that this Agreement shall be binding upon the Union and Company, and upon the heirs, executors, administrators, successors, purchasers, and assigns of the Company.

1.06. If the Company organizes another firm, organization, or corporation in the Union's geographical jurisdiction as assigned by the United Association, to engage in work covered by this Agreement, said new firm, organization or corporation shall be bound by the provisions of this Agreement.

**ARTICLE 2
PURPOSE AND SCOPE**

2.01. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement.

2.02. The provisions of this Agreement constitute the entire manufacturing agreement between the Company and the Union and all prior agreements, either oral or written are hereby canceled. The specific terms of this Agreement may be changed only by mutual consent, reduced to writing and signed by authorized representatives of the parties.

**ARTICLE 3
NO STRIKES OR LOCKOUTS**

3.01. There shall be no strikes, sit-downs, stoppages of work, slow-downs or lockouts, or any other forms of interference with production or other operations during the term of this Agreement. The Union undertakes to enforce the provisions of this paragraph and they require compliance therewith on the part of all its members. Any employee violating any of the provisions hereof shall be subject to immediate dismissal by the Company.

3.02. In the event another bargaining unit, other than the United Association, at the Hussmann Chino Branch is involved in a labor dispute, it is agreed between the parties that employees covered by the terms and conditions of this collective bargaining agreement will be required to report for work. It is agreed, however, that employees will not be required to perform the work of the bargaining unit involved in the labor dispute.

3.03. During the term of this Agreement, the Company will not lockout any United Association employees.

**ARTICLE 4
MANAGEMENT RIGHTS**

4.01. The Company retains any and all rights to manage and direct the Company and the work force except as limited by the terms and conditions of this Agreement.

4.02. The Company shall also have exclusive right to direct its employees, including but not limited to, the right to hire, promote, transfer, discharge or discipline for cause, subject only to the specific provisions of this Agreement.

ARTICLE 5
UNION MEMBERSHIP

5.01. All present employees covered by this Agreement who are not good standing members of the Union shall, as a condition of employment, become good standing members after six months of the effective date of this Agreement. Employees hired thereafter shall, as a condition of employment, become good standing members six months after hiring.

5.02. The Union shall notify the Company in writing of any employee who fails to maintain good standing with the Union. After receipt of such written notice the Company shall, within seven calendar days, discharge the employee for failure to maintain good standing with the Union. For the purposes of this Agreement, member in good standing is defined to mean the tender of uniform initiation fees and the current month's Union dues.

5.03. In the event the Company fails to comply with a request to discharge an employee under this Article, the damage for such violation shall be wages and benefits, payable to the Health and Welfare Fund, for every hour worked by the employee after the seven day period referred to in Section 5.02 of this Article.

5.04. Upon receipt of an individually and voluntarily signed check-off authorization card, the Company agrees to deduct initiation fees and weekly dues, and forward to the Financial Secretary of Local 250 by the 20th day of each month as agreed.

5.05. The Company shall deduct in equal weekly amounts the initiation fees from the paycheck of each eligible employee. The Company shall deduct monthly dues from the first monthly paycheck of each eligible employee. In the event an employee does not work and does not receive a paycheck during the first week of the month, the employee shall be responsible for making payment of his financial obligation directly to the Union.

5.06. The Company at no time shall refund any dues and/or initiation fees to any employee. Any employee eligible for any refund shall receive such refund from the Financial Secretary of Local 250.

5.07. The Company hereby agrees to deduct from the wages of any employee doing work covered by this Agreement, Local 250 administrative dues in any given payroll period and will remit such sums on the Air Conditioning and Refrigeration Trust Fund's monthly contribution reporting form provided the employees in question have signed a valid authorization card authorizing such deduction.

5.08. The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities for the damages and penalties that may arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the provisions of this Article.

ARTICLE 6
SHOP STEWARD AND BUSINESS REPRESENTATIVE

6.01. The chief steward, a Systems Manufacturing steward (Branch 11), and a Display Case steward (Branch 12) shall be working employees, selected by the Union. In the event the Company establishes a second or third shift, which has fifteen or more employees on the shift, the Union may select an employee working on that shift to serve as a steward. The Union may select an employee as an alternate chief steward to act in the absence of the chief steward.

6.02. The designated stewards will have a full-time assignment within the plant which may be interrupted for brief periods to perform necessary grievance investigation (not solicit) and meet with management per Article 7. Not more than one steward shall be involved in the grievance investigation or meeting with management at any one time, unless mutually agreed to by the parties.

6.03. No grievance investigation and/or meeting with management shall occur during the first hour of any shift, except a steward is allowed to report any unsafe working condition to the supervisor immediately. At no time will authorized union activity cause any interference with production operations.

6.04. A shop steward shall make arrangements with his supervisor prior to leaving his work station to investigate a grievance and/or meet with management; will check in with the supervisor of any department where business is to be conducted, and will notify his supervisor upon return. In the event a steward abuses the privileges contained in this Article the Company will notify the Union in order to correct such abuse. The Company specifically reserves the right to control company paid time by discontinuing such payment in the event abuses of this privilege continue.

6.05. The duly assigned representatives of Local 250 shall have access to the plant in order to transact union business, after first obtaining authorization from the representative of the Company. Such authorization will not be unreasonably withheld.

ARTICLE 7
GRIEVANCE PROCEDURE

7.01. The parties desire that complaints and grievances be settled whenever possible by the supervisor and the employee(s) in the department where the complaint originates. Grievances are defined as an alleged violation by the Company or the Union of a specific provision of this Agreement.

Step 1

7.02. An employee who believes he has suffered a grievance shall, (a) report to his shop steward and discuss the alleged grievance to determine if it has merit, and (b) within 5 working

days of the actual occurrence of the event the steward and the employee will meet with the immediate supervisor in an attempt to settle the grievance. Any settlement reached at this stage is non-precedent setting and shall be viewed as settlement for the instant issue only. If the grievance is not resolved at this point within two (2) working days, the grievance may proceed to Step 2.

Step 2

7.03. Any grievance which cannot be satisfactorily settled in Step 1 shall be reduced to writing, signed by the grieving employee and submitted to the designated company representative within three (3) working days after receipt of the Company's answer in Step 1.

7.04. The written grievance shall state the act or acts complained of, when they occurred, the contract provision allegedly violated and remedies sought. The Company shall render a written decision within five (5) working days after the submission of the written grievance. The written answer to the grievance will be distributed to the employee and the steward.

7.05. In the event the Company's decision at the conclusion of Step 2 is unsatisfactory to the grievant, the grievance may be appealed to Step 3.

Step 3

7.06. If the grievance is not resolved during the preceding procedure the Union's Business Representative and the Company's representative shall meet within five (5) regularly scheduled working days in an attempt to resolve the grievance before appealing the grievance to arbitration as provided in Article 8. This five (5) day time period may be extended in writing by mutual agreement between the parties.

7.07. The Company and all employees recognize the Union's Business Representative as having full authority to make determinations for the Union in respect to all grievances.

7.08. No grievance, the basis of which occurred prior to the date of the effective date of this Agreement, shall be subject to adjustment by the grievance procedure set forth above.

ARTICLE 8 ARBITRATION

8.01. If a grievance is not settled in the steps provided in the Grievance Procedure, the Union may submit the dispute to arbitration by notifying the Company in writing of its intent to arbitrate within ten (10) working days of the Step 3 meeting.

8.02. The parties may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial arbitrators, if the parties are not able to mutually settle upon a satisfactory arbitrator. The Company and the Union shall alternately strike one name until six names have been stricken, the remaining name shall be that of the arbitrator.

8.03. The arbitrator in reaching his decision shall have no authority to modify, amend, revise, add to or subtract from any of the terms and conditions of this Agreement.

8.04. During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The arbitrator will render his findings and award in writing within a reasonable period after the conclusion of the hearing. The decision of said arbitrator shall be final and binding on all parties.

8.05. All of the time periods within which acts are to be performed by the parties hereto may be extended in writing by mutual agreement of the parties.

8.06. The fees and expenses of the arbitrator, and other expenses deemed necessary by the arbitrator for the proper conduct of the proceedings shall be shared equally. Any expenses connected with the calling of any witnesses shall be borne by the party calling them. The party requesting the services of a court reporter shall pay for same unless the other party desires a copy, then it shall be split.

8.07. Where the arbitrator rules and directs that an employee or employees be reinstated and paid for lost wages, any interim earnings received by such employees shall be deducted from the back pay. If such employees have received unemployment compensation from any State or Federal Agency, the full amount shall be deducted from the back pay. If the employee is required by the Employment Development Department to reimburse the State the unemployment benefits received, and does in fact reimburse the State, such amount will be subsequently added to the back pay award.

8.08. Grievances which are based upon events arising subsequent to the termination of this Agreement, which would otherwise be covered by this Agreement, are expressly excluded from this Agreement and the Company is not obligated to process such a grievance or to proceed to arbitration thereon.

ARTICLE 9 SENIORITY

9.01. All new employees shall be regarded as probationary employees for the first ninety (90) calendar days of employment, during which time the employees may be disciplined up to and including discharge. Such disciplinary action will not be subject to the Grievance and Arbitration provision of this Agreement.

9.02. "Seniority" is defined as the length of an employee's continuous service with the Company, dating from the time of employment or re-employment.

9.03. The Company shall furnish the Union an up-to-date seniority list upon request, but no more often than six (6) months. Such list shall contain the names of all bargaining unit employees (seniority and probationary) stating their date of hire, classification and rate of pay.

9.04. It is the desire of the Company to transfer or promote to better jobs the employees who demonstrate the skill, ability and capacity to perform such jobs.

9.05. Skill and ability to perform the work required will be considered by the Company in making promotions, transfers, layoffs, and call backs. Where the skill and ability to perform are judged relatively equal by the Company, seniority will govern.

9.06. When an employee is promoted to a new position and if within ninety (90) days the Company determines the employee is not capable of handling the position, the employee will be returned to his former classification displacing the least senior employee he is qualified to displace.

9.07. Employees transferred to positions not subject to the provisions of this Agreement shall continue to accrue seniority for no more than twelve (12) months. During this period, if reassigned to the bargaining unit by management, he may exercise his seniority to return to his previous classification and displace the least senior employee within the classification provided the employee exercising his seniority has the necessary skill and ability to perform the work required of the position. Employees returning to the bargaining unit beyond a twelve (12) month period will not retain their total seniority.

9.08. An employee's seniority shall terminate for any of the following reasons:

- a) Resigns or retires;
- b) Is discharged for cause;
- c) Absence due to sickness or accident beyond a period of twelve (12) months, except in the case of an industrial accident suffered by an employee in the course of his employment which is compensable under the California Worker's Compensation Act, then the period for such employee will be extended for the period of compensable disability;
- d) Absence due to lay off for more than twelve (12) months or the length of the employees seniority whichever is less;
- e) A recalled employee is expected to immediately notify the Company of his intention to return to work. Failure to report within five (5) working days following a lay off after having been notified by the Company to return to work will result in the employee's termination. During this waiting period, the Company may cover the job in any way it chooses. It will be presumed that a telegram or registered letter properly stamped and addressed to the employee at the last address furnished by him to the Company was received by the employee

within three (3) days from the time of mailing. An employee who does not follow this procedure will be considered to have voluntarily left his work without good cause and to be a voluntary quit;

- f) Failure to report to work for two consecutive working days without notifying the Company;
- g) Permanent cessation of operations of the Company of the work carried on by the Company and/or the work carried on by the employee and/or the bargaining unit;
- h) Conviction of a felony.

9.09. The Union agrees to furnish the Company, upon request, duly qualified applicants for employment in a sufficient number as determined by the Company. The Company shall have the right to interview and refuse to hire applicants referred by the Union.

If the Union is unable to supply competent and skilled employees satisfactory to the Company within forty-eight hours, the Company may employ any person but shall arrange for a dispatch to be issued for such person from the employment office of the Union within twenty-four hours of the commencement of such employment, and such dispatch shall upon request be issued by the Union to the employee.

The selection of applicants for referral to the Company shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or by any other aspect or obligation of union membership, policy or requirement or by race, creed, religion, national origin, disability, age, or sex.

ARTICLE 10 HOURS AND OVERTIME

10.01 Eight (8) consecutive hours per day, excluding a 30 minute unpaid lunch period shall constitute a normal day's work. The day shift shall consist of eight consecutive hours, excluding a one-half hour for lunch between 5:00 am and 5:30 pm, Monday through Friday.

10.02 Forty (40) hours per week, five consecutive days, shall constitute a normal week's work. The regular workweek will be Monday through Friday.

10.03 The foregoing provisions of this Article are intended to describe the regular workday or workweek and are not intended to be construed as a guarantee of hours of work per day or per week.

10.04 One and one half (1 ½) times the employee's regular straight time hourly rate of pay shall be paid for:

- a) All hours worked in excess of eight hours in one day;
- b) Hours worked in excess of forty hours in one week;
- c) For hours worked on Saturday, provided the employee has completed forty hours of straight time during the workweek. Vacation, Funeral Leave, and Holiday's shall be considered time worked for the application of this provision.

10.05 Two (2) times the employee's regular straight time hourly rate of pay shall be paid for:

- a) Hours worked in excess of twelve (12) hours in a work day;
- b) Hours worked in excess of eight (8) hours on Saturday;
- c) Hours worked on Sunday, provided the employee has completed forty hours of straight time during the workweek. Vacation, Funeral Leave, and Holiday's shall be considered time worked for the application of this provision.

10.06. The Company has no obligation to consider or schedule employees for weekend work who were absent during the regular workweek for reasons unacceptable to management.

10.07. There shall be no pyramiding of premium pay and/or overtime pay for the same hours worked, but only the highest single rate of pay without pyramiding shall be paid.

10.08. Saturday and Sunday overtime work will be offered to members of Local 250 no later than noon on Thursday of each normal workweek in each area by the lead man of the area. The offer will be made as soon as overtime work for that week is confirmed. The lead man will document the employee responses and submit the information to the Supervisor, who will maintain the information for follow-up and review. **All Saturday and Sunday overtime scheduled after noon on Thursday of each week shall be on a volunteer basis.**

10.09. If all members of Local 250 covered by this Agreement who are qualified to perform the work request not to be required to work, the Company reserves the right to use other qualified company personnel.

10.10. Nothing in this Agreement modifies the Company's right to require employees who are covered by this Agreement to work overtime.

10.11. Overtime shall first be assigned to the employees who are assigned to the project that will be worked on during the overtime period. Other overtime will be assigned on an equitable basis to employees that volunteer for overtime and then assigned to the remaining employees in reverse seniority order provided the employee is qualified to perform the work.

10.12 Each employee shall receive one (1) rest period of fifteen minutes in the forepart of the regularly scheduled work day and **one (1) rest period of fifteen minutes before the start of an overtime period provided the overtime is a minimum of two hours** for which there will be no reduction in pay. The Company will continue the five (5) minute wash-up period prior to the end of the shift.

10.13. The Company reserves the right to implement a four (4) day, ten (10) hour per day workweek. The workweek shall be four (4) ten (10) hour days, Monday through Saturday. At least two (2) days off will be consecutive. The Company reserves the sole right to schedule the employee's workweek. The Company will, however, attempt to schedule employees three (3) consecutive days off, when operationally feasible. One and one-half (1 ½) times the employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) in one (1) day and/or forty (40) in one (1) calendar week.

Hours worked on the fifth (5th) and sixth (6th) day will be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate, provided the employee has completed forty hours of straight time during the workweek. Hours worked on Sunday shall be paid in accordance with Section 10.05 of this Article. Two (2) times the employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours on the sixth (6th) day. There shall be no pyramiding of premium pay and/or overtime pay for the same hours worked, but only the highest single rate of pay without pyramiding shall be paid.

The above definitions are intended to describe the regular workday and workweek. Nothing contained in this Agreement is intended to be construed as a guarantee of hours worked per day or per week.

ARTICLE 11 WAGES

11.01. Hourly wage rates and their effective dates appear in Appendix A of this Agreement.

11.02. Each wage change shall become effective on the Monday closest to the wage change. For changes on Tuesday and Wednesday, the previous Monday shall be the effective date and for changes on Thursday and Friday, the next following Monday shall be the effective date.

11.03. A shift premium of \$.25 per hour is to be paid on all straight time hours worked for employees scheduled to work on the second or third shift.

11.04. Compensation for work performed shall be made available on a weekly basis by direct deposit or electronic pay card. Paycheck information shall be provided through facility kiosks stations or home computer. No more than one week's pay shall be held back in any pay period. Employees will have ninety (90) days following the ratification of the 2004 agreement to obtain an account for direct deposit.

11.05. Pay for employees reporting to work late shall commence on the quarter hour and no employee shall be required to start work prior to the time his or her pay begins.

ARTICLE 12
REPORT-IN AND CALL BACK

12.01 Whenever an employee who has finished his regularly scheduled shift, and left the Company premises, is called back to work by the Company said employee shall be guaranteed a minimum two (2) hours work at the appropriate hourly rate of pay.

12.02. Any employee who reports for work as scheduled or required and is not put to work for at least four (4) hours, shall receive a minimum of four (4) hours pay from the Company, except where failure to put such employee to work is caused by a failure of power, major breakdown of equipment, or an Act of God.

ARTICLE 13
VACATION AND HOLIDAY BENEFITS

13.01. The Company shall pay to the Air Conditioning and Refrigeration Industry Joint Trust Funds, as amended and revised, the amounts provided for in the Agreement for vacation and holidays. The Company shall treat such payments for vacations and holidays as wages and shall make all legal payroll withholdings for income tax, social security, unemployment insurance, etc., from the total of wages, including Vacation and Holiday pay, and shall then transmit the full amount of the Vacation and Holiday contribution each month to said Trust. Vacations shall be taken with the mutual consent of the Company and the employee. The estate of any deceased employee shall be entitled to any monies on deposit for the employee. On or about December 15th on any year this Agreement is in force, the employee shall be paid all amounts credited to him in excess of \$400.00. On or about April 1st of any year this Agreement is in force, the employee shall be paid all amounts credited to him as of January 1st of the same year. The employee is entitled to one emergency withdrawal per year consistent with Plan administration rules.

13.02. The following are recognized as holidays:

New Years Day	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Years Eve Day
Labor Day	

13.03. If any of the holidays fall on a Saturday, Friday shall be the holiday. If a holiday falls on Sunday, Monday shall be a holiday. The Company reserves the right to schedule Christmas Eve Day on the day before Christmas Day or the day after Christmas Day, and New Years Eve Day on the day before New Years Day or the day after New Years Day, for the purpose of scheduling work around the manufacturing plant closing during the holidays.

13.04. When a holiday is worked, an employee shall be paid one and one-half (1 ½) time his regular straight time hourly rate for all hours actually worked.

ARTICLE 14 LEAVES OF ABSENCE

14.01. Upon written request, a non-probationary employee who has no available earned vacation, may be granted an unpaid leave of absence not exceeding sixty (60) days, and shall retain his seniority rating providing he does not work for another employer. A leave of absence will be granted for good cause and at the sole discretion of the Company. A leave of absence may be extended by the Company at their sole discretion.

14.02. The individual employee must request an extension of the leave of absence prior to the expiration of the current leave. Failure to return from a leave of absence on the expiration date or to secure an extension prior to the expiration of the leave will be considered a voluntary quit. In no case shall such leave exceed twelve (12) consecutive months.

14.03. In the event of the death of a spouse, son, daughter, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, or parents, of a non-probationary employee, the employee shall be allowed up to two (2) consecutive working days off with pay, at his regular straight time rate, for the purpose of arranging for services or grieving the deceased. Upon return from leave, the employee will be required to submit to Human Resources proof of death for leave pay.

ARTICLE 15 HEALTH AND SAFETY

15.01. The Company agrees to make reasonable provisions for the health and safety of its employees during the hours of their employment, including provisions for first aid, needed safety devices and special protective equipment. The Union agrees to promote in every way possible the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees during the hours of their employment.

15.02. An employee injured on-the-job will be paid for the balance of his shift at his regular straight time rate of pay, providing the physician attending the injury certifies to the disability for the balance of the shift.

15.03. The Company agrees to furnish safety glasses and gloves considered necessary for the safety and health of employees.

**ARTICLE 16
NEW MACHINE OR TYPE OF WORK**

16.01. It is understood that the Company has the right to establish new jobs and determine new job duties. The Company shall, however, meet with the Union and discuss in good faith the establishment of new jobs and/or duties prior to implementation of terms and conditions applicable to such new jobs and/or duties.

16.02. It is agreed the Company has the unilateral right to provide new or modified equipment in the factory.

**ARTICLE 17
TOOLS**

17.01. Employees shall be required to furnish their own small hand tools. No such tools shall exceed 14 inches in length. All pipe threading, pipe cutting tools, including tubing cutters larger than (1-5/8") capacity, tube benders, pipe vises, welding equipment, power tools, and test instruments for measuring temperatures, pressure, air velocities, voltage, amperages, etc. shall be furnished by the Company. The Company will provide all expendable tools, such as drill bits, wire brushes, cutting wheels, flints, etc. Tools supplied by the employee, that are broken or damaged on the job shall be repaired or replaced by the Company.

**ARTICLE 18
BULLETIN BOARD**

18.01 Bulletin boards will be provided by the Company for the posting of union notices concerning union meetings, elections, results of elections and social affairs.

**ARTICLE 19
NON-DISCRIMINATION**

19.01 There shall be no discrimination for or against any employee because of union affiliation, age, religion, race, creed, color, national origin, sex, disability, or for the purpose of evading the spirit and intent of this Agreement.

19.02. Wherever there is a masculine reference within this Agreement, such reference likewise applies to employees who are feminine.

ARTICLE 20
SUBSTANCE ABUSE POLICY

20.01 The parties recognize and agree that the Company Substance Abuse Policy is incorporated in this Agreement as Appendix B.

20.02. The Union and the Company recognize their responsibility to ensure a safe and drug free working environment, therefore, notwithstanding any other provisions contained in this Agreement, the Company reserves the right to implement a random drug testing program for all employees covered under the terms of this Agreement and in accordance with the following provisions:

- a) All safeguards of the existing drug/alcohol testing program shall be applicable, except that random testing, as defined herein, shall now be a component of that program.
- b) The Company shall randomly select a sufficient number of bargaining unit employees ("employees") for testing during a twelve month period so that not less than 15% of the employees are randomly tested and not more than 33% are randomly tested.
- c) The Company shall make the selection of employees for random testing by a scientifically valid method, such as random number table or a computer-based random number generator that is matched with the employees' social security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.
- d) The Company shall maintain records for at least three years reflecting its selection method and processes.
- e) The Union may, upon prior written request, inspect those records at any time to determine if the Company has adopted and is using a scientific method.
- f) The Company shall ensure that the dates for administering random tests are spread reasonable throughout the year.
- g) The Company shall ensure that random tests are unannounced to anyone ahead of time, other than those persons absolutely necessary to carry out the selection and testing.

- h) The Company shall require that each employee who is notified of selection for random testing proceeds to the test site immediately, provided, however, that if an employee is performing a safety-sensitive function at the time of notification, the Company shall instead ensure that the employee ceases to perform the safety-sensitive function in a safe manner and proceeds to the testing site as soon as possible.

ARTICLE 21 VALIDATION

21.01 In the event this Agreement or any part thereof is rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, all other portions of the Agreement shall remain in full force and effect.

ARTICLE 22 HEALTH AND WELFARE

22.01. The Company agrees to participate in a group health and welfare plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund.

22.02. The Company shall pay or cause to be paid to said trust the cost of participating in such plan as defined in Appendix A. The employees will be required to financially participate in the monthly cost of said health and welfare program.

ARTICLE 23 PENSION AND SAVINGS

23.01 The Company agrees to participate in a group pension plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Pension Trust Fund.

23.02. The employees will be permitted to participate in the Pension Trust Fund 401K savings plan on an authorized payroll deduction system.

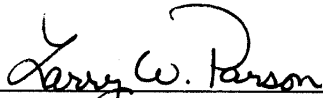
ARTICLE 24 TRUST AGREEMENTS

24.01. The parties recognize and agree that the Air Conditioning and Refrigeration Industry Trust Fund Agreements are incorporated in this Agreement as Appendix C.

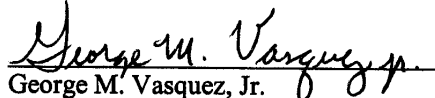
**ARTICLE 25
TERMINATION**

25.01 This Agreement shall commence on December 1, 2004, and shall remain in effect through and including November 30, 2007, and continue in effect from year to year thereafter unless written notice of change or termination is given by one party or the other at least sixty days prior to November 30, 2007, or any succeeding November 30, should the Agreement renew itself under this Article.

Agreed to and approved this 1st day of December 2004.



Larry W. Parson
Vice President of Human Resources
Husmann Corporation



George M. Vasquez, Jr.
Business Manager/Fin. Sec'y-Treas.
United Association, Local 250



Sid Stolper
Business Manager
District Council 16

APPENDIX A – HOURLY WAGE AND BENEFIT PACKAGE
EFFECTIVE DECEMBER 1, 2004

<u>CLASSIFICATION</u>	Wage	D.C.	H&W	Pension	V&H	Training	Dues(***)	Total
Research and Development: -See Section 1.02 of this Agreement								
Manufacturing Assembler:	Wage	D.C.	H&W	Pension	V&H	Training	Dues(***)	Total
Step 1:*	\$10.19	0.20	3.25	0.90	0.93	0.15	(0.15)	\$15.62
Step 2:*	\$11.87	0.20	3.25	0.90	0.93	0.15	(0.15)	\$17.30
Step 3:**	\$13.57	0.20	3.25	0.90	0.93	0.15	(0.15)	\$19.00
Step 4:	\$14.69	0.20	3.25	0.90	0.93	0.15	(0.15)	\$20.12
Step 5:	\$15.82	0.20	3.25	0.90	0.93	0.15	(0.15)	\$21.25
Step 6:	\$16.93	0.20	3.25	0.90	0.93	0.15	(0.15)	\$22.36
Step 7:	\$18.06	0.20	3.25	0.90	1.25	0.15	(0.15)	\$23.81
Step 8:	\$18.63	0.20	3.25	0.90	1.25	0.15	(0.15)	\$24.38
Step 9:	\$19.17	0.20	3.25	0.90	1.25	0.15	(0.15)	\$24.92
Supervisor	\$21.32	0.20	3.25	0.90	1.25	0.15	(0.15)	\$27.07

Leadmen shall receive \$1.00 per hour above their straight time rate.

D.C.=Defined Contribution
Training=Training Fund

H&W=Health and Welfare
Dues=Administrative Dues

V&H=Vacation and Holidays

(*)Automatic progression to next step will be based on time period of 6-months.

(**)Automatic progression from step 3 to step 4 effective one (1) year from last increase.

(***)The Wage and Administrative Dues are to be combined for the hourly wage used to compute the percentage applications referred to in the wage schedule. After taxing, deduct hourly administrative dues from the employees wage, for those employees who have submitted an Authorization for Administrative Dues Form, and remit with the fringe benefit payment to the Trust Office.

APPENDIX A – HOURLY WAGE AND BENEFIT PACKAGE
EFFECTIVE DECEMBER 1, 2005

<u>CLASSIFICATION</u>	Wage	D.C.	H&W	Pension	V&H	Training	Dues(***)	Total
Research and Development: -See Section 1.02 of this Agreement								
Manufacturing Assembler:	Wage	D.C.	H&W	Pension	V&H	Training	Dues(***)	Total
Step 1:*	\$10.79	0.20	3.25	0.90	0.93	0.15	(0.15)	\$16.22
Step 2:*	\$12.47	0.20	3.25	0.90	0.93	0.15	(0.15)	\$17.90
Step 3:**	\$14.17	0.20	3.25	0.90	0.93	0.15	(0.15)	\$19.60
Step 4:	\$15.29	0.20	3.25	0.90	0.93	0.15	(0.15)	\$20.72
Step 5:	\$16.42	0.20	3.25	0.90	0.93	0.15	(0.15)	\$21.85
Step 6:	\$17.53	0.20	3.25	0.90	0.93	0.15	(0.15)	\$22.96
Step 7:	\$18.66	0.20	3.25	0.90	1.25	0.15	(0.15)	\$24.41
Step 8:	\$19.23	0.20	3.25	0.90	1.25	0.15	(0.15)	\$24.98
Step 9:	\$19.77	0.20	3.25	0.90	1.25	0.15	(0.15)	\$25.52
Supervisor	\$21.92	0.20	3.25	0.90	1.25	0.15	(0.15)	\$27.67

Leadmen shall receive \$1.00 per hour above their straight time rate.

D.C.=Defined Contribution
Training=Training Fund

H&W=Health and Welfare
Dues=Administrative Dues

V&H=Vacation and Holidays

(*)Automatic progression to next step will be based on time period of 6-months.

(**)Automatic progression from step 3 to step 4 effective one (1) year from last increase.

(***)The Wage and Administrative Dues are to be combined for the hourly wage used to compute the percentage applications referred to in the wage schedule. After taxing, deduct hourly administrative dues from the employees wage, for those employees who have submitted an Authorization for Administrative Dues Form, and remit with the fringe benefit payment to the Trust Office.

APPENDIX A – HOURLY WAGE AND BENEFIT PACKAGE
EFFECTIVE DECEMBER 1, 2006

<u>CLASSIFICATION</u>	Wage	D.C.	H&W	Pension	V&H	Training	Dues(***)	Total
Research and Development: -See Section 1.02 of this Agreement								
Manufacturing Assembler:	Wage	D.C.	H&W	Pension	V&H	Training	Dues(***)	Total
Step 1:*	\$11.39	0.20	3.25	0.90	0.93	0.15	(0.15)	\$16.82
Step 2:*	\$13.07	0.20	3.25	0.90	0.93	0.15	(0.15)	\$18.50
Step 3:**	\$14.77	0.20	3.25	0.90	0.93	0.15	(0.15)	\$20.20
Step 4:	\$15.89	0.20	3.25	0.90	0.93	0.15	(0.15)	\$21.32
Step 5:	\$17.02	0.20	3.25	0.90	0.93	0.15	(0.15)	\$22.45
Step 6:	\$18.13	0.20	3.25	0.90	0.93	0.15	(0.15)	\$23.56
Step 7:	\$19.26	0.20	3.25	0.90	1.25	0.15	(0.15)	\$25.01
Step 8:	\$19.83	0.20	3.25	0.90	1.25	0.15	(0.15)	\$25.58
Step 9:	\$20.37	0.20	3.25	0.90	1.25	0.15	(0.15)	\$26.12
Supervisor	\$22.52	0.20	3.25	0.90	1.25	0.15	(0.15)	\$28.27

Leadmen shall receive \$1.00 per hour above their straight time rate.

D.C.=Defined Contribution
Training=Training Fund

H&W=Health and Welfare
Dues=Administrative Dues

V&H=Vacation and Holidays

(*)Automatic progression to next step will be based on time period of 6-months.

(**)Automatic progression from step 3 to step 4 effective one (1) year from last increase.

(***)The Wage and Administrative Dues are to be combined for the hourly wage used to compute the percentage applications referred to in the wage schedule. After taxing, deduct hourly administrative dues from the employees wage, for those employees who have submitted an Authorization for Administrative Dues Form, and remit with the fringe benefit payment to the Trust Office.

APPENDIX B – SUBSTANCE ABUSE POLICY

HUSSMANN CORPORATION SUBSTANCE ABUSE POLICY

1. Preface: The abuse of alcohol and drugs is a problem affecting all facets of society. Hussmann management believes that the abuse of alcohol or drugs adversely affects employee efficiency, safety, health and morale. Management is also concerned about the well being of Hussmann employees and their families and recognizes that alcohol and drug abuse has a negative influence on family stability and welfare. Hussmann management believes that its employees play an important part in shaping how the corporation is perceived by its customers and the general public. An alert and healthy work force enhances the corporation's image and contributes to its continued success. Further, Hussmann Corporation endorses the provisions of the Federal Drug Free Workplace Act and has taken steps to comply with the provisions of that Act.

2. Policy: This policy is a condition of employment which all employees accept by continuing to work for Hussmann Corporation:

- a. Any employee who uses, sells, attempts to sell, transfer or is in possession of illicit drugs during working hours or while on Company property will be subject to discharge.
- b. Any employee who is required to take a drug test, under the provisions of this policy, and who subsequently tests positive for illicit drugs, may face possible disciplinary action up to and including discharge. He or she may be required to seek assistance as a condition of his or her continued employment.
- c. Any employee who uses alcoholic beverages or legal prescription drugs without medical authorization during working hours may face disciplinary action, up to and including discharge. He/she may be required to seek assistance as a condition of continued employment.
- d. Employees must report to the Company any conviction for violation of a criminal drug statute in the workplace within five (5) days of that conviction. A "conviction" is defined as a finding of guilt (including a plea of nolo contendere or no contest).

3. Applicants for Employment:

- a. All final candidates for employment will be required to provide a urine specimen which will be analyzed for the presence of certain drugs. All offers of employment will be made contingent upon satisfactory results of this analysis. Refusal by an applicant to provide a specimen, or a test result, which upon confirmation indicates the presence of certain drugs, will result in the applicant being rejected from further consideration.
- b. Medication prescribed by a physician and used in accordance with the physician's instructions is not covered by this policy. However, each applicant taking medication is

required by this policy to ask his/her physician if such medication may impair his/her ability to safely perform his/her job and to report such a possibility to his/her supervisor upon reporting to work.

- c. The drug screen will test for the presence of:

Amphetamines (Amphetamines, Dextroamphetamines, Metamphetamines)
Cocaine (Benzoyllecgonine)
Cannabinoids (marijuana, hashish, hash oil, THC)
Opiates (Heroin, Morphine, Codeine)
Phencyclidine (PCP)
Barbiturates (Secobarbital, Phenobarbital, Butabarbital)
Benzodiazepine (Oxazepam i.e. Valium, Librium, Xanax)
Methadone (Methadone)
Methaqualone (Methaqualone)
Propoxyphene (Propoxyphene, Norpropoxyphene)

- d. Candidate drug screening will be performed in conjunction with a required physical examination. All final candidates for employment with the Company will undergo such an examination. The physician performing the examination will determine if the applicant is currently using prescription or non-prescription medications, which may affect the drug screening. If the physician determines that this is the case, he may reschedule the drug screening for a later date or take other appropriate measures to assure the validity of the drug test.
- e. All tests for drugs and/or controlled substances will be undertaken at a laboratory selected by the Company. All specimens will be collected and transported to the laboratory in accordance with the laboratory's established chain of custody procedures. Any initial positive drug test screens will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS).
- f. The Human Resources Department or local authority will notify all final applicants of the procedures for undergoing physical examination and drug screening.

4. Reasonable Cause: If management has a reasonable cause to suspect that an employee has prohibited drugs or their metabolites in his/her system, or alcohol in his/her system to the extent that it impairs his/her job performance, or has exhibited symptoms of recent use, said employee may be required to submit to urine, breath and/or blood tests to determine if drugs, drug metabolites or alcohol are in the employee's system.

A supervisor must be able to clearly articulate his/her observations of suspected alcohol or drug use or impairment from such suspected use. Indications of use and/or impairment from use of alcohol or drugs include direct observation of use, changes in appearance, performance or behavior, especially after lunch or break, increased nervousness, and the odor of alcohol or other drugs (e.g. marijuana) on the employee. Other indications may include complaints about the

employee's behavior and an increase in accidents or injuries where alcohol or drug use is suspected.

A confirmed positive test may subject the employee to discipline up to and including discharge. It may also require him/her to participate in either a rehabilitation program or an information and education program, as recommended by the Company's Employee Assistance Program. Participation in and completion of the recommended program will be a condition of continued employment. The employee will also be subject to unannounced follow-up testing over a one year period, commencing on the date the first test was confirmed as positive. A second confirmed positive test during that one year period will result in immediate termination.

5. Consequences of Testing Positive For Drugs or Alcohol:

- a. Employees who undergo drug testing and test positive may be eligible for referral to the Company's Employee Assistance Program. If referral to outside treatment resources is recommended by the Employee Assistance Program, such treatment may be covered by the employee's health insurance. If in-patient rehabilitation is required, the employee will be placed on a medical leave of absence.
- b. As a condition of continued employment, employees who are referred to the EAP, whether in-patient or out-patient, will be required to sign the agreement attached as Exhibit A, Second Chance Agreement. This agreement, among other things, requires that the employee follow all treatment recommendations, allow the treatment program to disclose information to the Employee Assistance Program regarding the employee's treatment, substance abuse and its impact on job performance and that the employee cooperate in unannounced follow-up testing for a period of one year after his/her first positive test result. An employee's failure to adhere to any aspect of the agreement or any subsequent positive test result within 12 months of the first positive test will result in immediate termination. This follow-up testing requirement will apply, whether or not the employee has been determined by the Employee Assistance Program to be in need of rehabilitation.

6. Employee Assistance Program:

- a. Self Referrals: Any Hussmann employee, or immediate family member of a Hussmann employee may voluntarily seek assistance for a personal problem including alcohol and/or substance abuse by contacting the Employee Assistance Program. All such requests for assistance will be strictly confidential. There is no charge for EAP services, but if it is necessary to refer the employee or family member to an outside resource, the charges for service provided by outside resources (if any) are the responsibility of the employee. In some cases, insurance may cover most or a portion of such charges.
- b. Supervisory Referrals: An employee who displays deteriorating job performance, faulty judgment, absenteeism, tardiness or behavior disruptive to normal operations, should be confronted about these observations and referred to the Employee Assistance Program.

Supervisors should never attempt to diagnose personal problems or speculate on the reasons for such employee behavior.

Any employee who reports to work or attempts to work, under the influence of alcohol or drugs will be required to undergo testing for the presence of alcohol or drugs. If he or she tests positive for the presence of alcohol or drugs, he or she will face discipline up to and including discharge. Job performance problems, disruptive behavior, including behavior which is clearly out of character for that employee, or other signs of impairment which a superior can clearly articulate and document, may require medical or EAP referral.

7. Consent: Prior to being required to submit to any testing procedures described in this policy, the employee or applicant must sign a consent form (Exhibit B and C, respectively) provided by the Company and by the laboratory collection facility.

8. Failure to Cooperate: An employee's refusal to submit to such tests for alcohol or drugs, and/or to sign a consent to release information, will be considered a refusal of a direct work order, and will subject the employee to discipline up to and including discharge. Similarly, an employee's refusal to abide by any of the requirements of the Company's Employee Assistance Program, including but not limited to cooperation in follow-up testing, will result in immediate termination.

9. Limitations of This Policy: This policy does not authorize the use of drug testing on a random basis or without reasonable cause to believe that an employee is under the influence of alcohol or drugs. Supervisors will be trained to focus on and identify job impairment indicators which may be a result of alcohol/substance abuse. However, there may be many reasons for sub-par job performance and supervisors should not attempt to diagnose the causes of impaired performance. When it is suspected that a personal problem may exist, supervisors should refer the employee to EAP.

EXHIBIT A

SECOND CHANCE AGREEMENT

In consideration of the Company's willingness to continue my employment, I, _____, agree:

1. To cooperate in any number of unannounced surprise tests of my breath, blood and/or urine for evidence of alcohol or drug use at times determined solely by the Company during the next twelve (12) months.
2. Not to report to work or to work under the influence of drugs or alcohol and not to possess or consume drugs or alcohol while at work or working.
3. If rehabilitation is recommended, to follow my counselor's and/or therapist's directions and recommendations with respect to rehabilitation and to successfully complete any in-patient and/or out-patient rehabilitation programs recommended and/or directed by said counselor and/or therapist and/or any other prescribed guidelines of the rehabilitation program, or the Company's Employee Assistance Program.
4. To authorize persons involved in counseling, diagnosing and treating me, to disclose to the Employee Assistance Program my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with the performance of my job duties and to execute any written authorizations which said counselor and/or therapist require in order to provide the Employee Assistance Program with such information.

I understand and agree that I may be terminated from my job if I violate or revoke any of the terms of this Agreement.

I understand that this Agreement is not a guarantee of employment and that I may be terminated at any time for any reason or if there is a collective bargaining agreement then in accordance with the provisions of the collective bargaining agreement notwithstanding my compliance with this Agreement.

I have read and understand this Agreement and certify that I am entering into it voluntarily and with full knowledge of its significance after being given a reasonable opportunity to discuss its terms with a representative of the Union, if requested.

Signed: _____ Date: _____

Signed: _____ Date: _____

EXHIBIT B

CONSENT AND RELEASE

I, _____, hereby consent to:
(print name)

the collection of urine, and/or blood or breath specimens from me, to the testing of such specimens for alcohol, drugs or their metabolites, to the release of test results and other relevant medical information by (names of facilities which draw and test specimens) to Hussmann Corporation management. I understand that my refusal to consent to testing and to agree to have the results released to a representative of Hussmann Corporation will be considered a refusal of a direct work order, and may subject me to discharge. An applicant's refusal to consent may result in my application being rejected.

I have, within the last 30 days, taken the following medications:

<u>Name of Drug:</u>	<u>Prescribing Physician:</u>
_____	_____
_____	_____
_____	_____
_____	_____

Consent Given:

_____ Date: _____
(Signature)

_____ Date: _____
Witness

EXHIBIT C

PRE-EMPLOYMENT

CONSENT ND RELEASE

I, _____, hereby consent to:

(print name)

the collection of urine, and/or blood or breath specimens from me, to the testing of such specimens for alcohol, drugs or their metabolites, to the release of test results and other relevant medical information by Healthline to Hussmann Corporation management. I also release Hussmann Corporation and Healthline and their agents, employees and officers from any and all liability they might otherwise have for conducting such testing and disclosing such test results. I understand that my refusal to consent to testing and to agree to have the results released to a representative of Hussmann Corporation may result in my application being rejected.

I have, within the last 30 days, taken the following medications:

<u>Name of Drug</u>	<u>Condition for which taken</u>	<u>Prescribing Physician</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Consent Given:

_____ Date: _____
(Signature)

_____ Date: _____
Witness

APPENDIX C – TRUST AGREEMENTS

HEALTH AND WELFARE TRUST AGREEMENT:

The Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund. The Company agrees to participate in a group health and welfare, vacation and holiday plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund, as amended and revised, which is incorporated herein and made a part hereof by reference. The Company shall pay or cause to be paid to said Trust Fund the Amounts provided in wage Appendix A of this Agreement for and on account of health and welfare, vacation and holiday benefits as established by the Trust in said group plan, according to such terms, conditions and provisions of said Agreement and Declaration of Trust, as amended and revised. If failure to pay or cause to be paid the amounts provided in Appendix A of this Agreement, as heretofore provided shall result in an employee being denied any such health and welfare, vacation and holiday plan to which he would otherwise have been entitled, the Company shall be liable not only for all delinquent payments owed to the Trust Fund, but in addition, for a sum equal to the value of such benefits denied to the employee and payable to the employee, except that the Company shall not be liable to any employee for failure to pay the contributions required if failure is due to an honest mistake or clerical error.

- (a) If, during the term of this Agreement, the Trustees determine that a decrease in benefits is necessary, the Trustees will advise the Union and Company in writing giving them sufficient time to discuss and seek an alternative to decreasing benefits.

PENSION AND SAVINGS TRUST AGREEMENT:

Air Conditioning and Refrigeration Industry Retirement Trust Fund. The Company agrees to participate in a group pension and retirement plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Retirement Trust Fund, as amended and revised, which is incorporated herein and made a part hereof by reference. The Company shall pay or cause to be paid to the Trust Fund the amounts provided in Appendix A of this Agreement for and on account of pension and retirement benefits for employees covered herein, as established by the Trust in said group plan according to such terms, conditions and provisions established by the Trustees of said Trust Fund and said Agreement and Declaration of Trust, as amended and revised. The Company agrees at all times to abide by and comply with all of the terms, conditions and provisions of said Agreement and Declaration of Trust, as amended and revised.

- (a) The parties have negotiated a contribution rate, based on the projected benefit levels, designed to maintain a "projected margin" of no less than \$.20 per hour per active employee, if, during the term of this Agreement, the actuary/consultant determines that the "projected margin" will fall below \$.20, this Agreement shall immediately be deemed amended by subtracting from the amount then payable to the defined contribution plan such amount as the actuary/consultant has determined to be necessary to restore the "projected margin" of the Trust Fund to \$.20 per hour per active employee and adding

such amount to the contributions payable to the Trust Fund. Such amendment shall remain in effect until the actuary/consultant certifies that the amendment may be rescinded without causing the "projected margin" to fall below \$.20 per hour per active participant. In addition, the parties hereto agree that within twenty-four (24) months of the creation of the defined contribution plan, the Trust Fund's finances will be adjusted as may be necessary so as to insure that its actuarial accrued liability will be fully funded within twelve (12) years. The twelve (12) year period may be waived by mutual agreement.

"Air Conditioning and Refrigeration Industry Defined Contribution Retirement Plan." The Company agrees to participate in a defined contribution/profit sharing retirement plan established under a written Agreement and Declaration of Trust establishing the Air Conditioning and Refrigeration Industry Defined Contribution Retirement Plan, as amended and revised, which is incorporated herein and made a part hereof by reference. The Company shall pay or cause to be paid to the Trust Fund the amounts provided in Appendix A of this Agreement for and on account of pension and retirement benefits for employees covered herein, as established by the Trust in said Group Plan according to such terms, conditions and provisions established by the Trustees of said Trust Fund and said Agreement and Declaration of Trust, as amended and revised, the Company agrees at all times to abide by and comply with all of the terms, conditions and provisions of said Agreement and Declaration of Trust, as amended and revised. It is agreed by the parties hereto that the Trust will accept individual employee contributions through salary deductions as permitted by the Internal Revenue Code. The Company agrees to make the appropriate wage deductions from employees' salaries and remit those amounts as contributions in the same manner as for other Trust Funds set forth in this Agreement as required by Article thirteen (13), in this Agreement.

"Remedies." Either the Union or the Trust Funds may bring legal proceeding against the Company to compel the payment of or to recover any money required to be paid under this Agreement. In the event such suit is brought against the Company, the Company agrees to pay all court costs, cost of collection and reasonable attorney's fees.

- (a) The Company agrees that on demand by the Trusts described in Appendix A of this Agreement, he shall produce his books, records and other relevant and pertinent documents within three (3) working days and at a reasonable time and place so that the Trust or their representative may examine said books, records or "Remedies," continued documents to determine if the Company has made the contributions required by Appendix A of this Agreement.
- (b) The parties recognize and acknowledge that the regular and prompt payment of contributions as required by Appendix A and B of this Agreement is essential to the maintenance of the various Trusts and Plans described in Appendix A and B of this Agreement and that it would be extremely difficult, if not impractical, to fix the actual expense and damages to the aforesaid Trusts and Plans which would result from a failure to pay within the time as provided in Appendix A and B of this Agreement. Therefore, the amount of damage to the Health and Welfare, Vacation and Holiday, and Pension Plans resulting from such failure shall be presumed to be the sum of \$100.00 or 10% of

the amount of the delinquency, whichever is greater, which shall become due, owing and payable as liquidated damages and not as a penalty. The Board of Trustees may waive payment of any of such liquidated damages in a particular case upon good and sufficient cause being demonstrated to the Trustees.

- (c) In the event the Company is delinquent or fails to pay wages or any of the fringe benefits described in Appendix A and B of this Agreement, the Union shall have the right to remove its men from any and all jobs of the delinquent Company; shall have the right to strike, picket, or engage in any other economic action until the delinquency has been satisfied. The Union may take this action immediately without complying with any of the procedures set forth in Articles 7 and 8 of this Agreement, and the provisions of Article 3 shall not be applicable to such action by the Union.

"Cash Deposit." In the event the Company becomes delinquent in the payment of any monies payable under this Agreement of either the health and welfare, vacation and holiday, pension contribution, or the contribution to the Joint Journeymen and Apprentice Training Committee, said Company shall immediately furnish and deposit cash in a sum equal to twice the average monthly contribution for the last six (6) months and the amount which is delinquent and owed to any or all of the aforementioned funds, but in no event shall the amount be less than \$3,000.00 in the name of the Union, entitled Wage and Fringe Trust Account.

- (a) Said cash deposit required by "Cash Deposit" above shall be deposited with the Trust Fund Office of Pension and Health and Welfare Funds or as agreed by the Union. Said cash deposit shall be maintained in a special bank or checking account. Disbursements from said account will be made upon the authorization of one (1) person selected by the Union and one (1) person selected by the Company signatory hereto. The Trust Fund Office will send to the Union and the Association a notice of all cash deposits with the name of the depositing Company.
- (b) Additional cash deposits may be required from the Company in the event said Company again becomes delinquent in his contributions to the fringe benefit funds mentioned in "Cash Deposit" above, shall be made by the delinquent Company.
- (c) The cash deposit shall be used to pay and guarantee any monies payable under this Agreement or unpaid contributions to health and welfare, vacation and holiday, and pension funds, and the contribution to the Joint Journeymen and Apprentice Training Committee, and for no other purpose. Said cash deposit shall be utilized and paid to the appropriate trust fund or committee only after an appropriate motion has been made by the Trustees of the trust fund involved or the members of the Joint Journeymen and Apprentice Training Committee, when the Company is, in fact, delinquent.
- (d) Said cash deposit shall remain on deposit as aforesaid for one (1) year or the term of this Agreement, whichever terminates later, unless a request for the return of said cash deposit is made and approved as hereinafter set forth. No request for a refund of the cash deposit shall be made and approved until the Company has demonstrated that he has not

been delinquent in any of the fringe benefit contributions for one (1) year immediately preceding said request.

- (e) In the event the Company fails to deposit the sum of money required by "Cash Deposit" above, the Union shall have the right to immediately engage in a strike, removal of employees from any and all jobs of the delinquent Company, and to engage in any other economic activity despite the provisions of Articles 7 and 8 and Article 3 of this Agreement.

If the Company is not signed to the Agreement on August 31, 1970, including new individuals, firms, or corporations formed by the existing signatory Company after that date, shall post cash or bond of a surety company in the sum of \$3,000.00 to guarantee payment of wages and fringes under the provisions of this Agreement.

"Pension or Health and Welfare Coverage." Any Company, whose Employees are not now covered by the Air Conditioning and Refrigeration Industry Health and Welfare Trust Fund (including Vacation and Holiday) or the Air Conditioning and Refrigeration Retirement Trust Fund, in order to be covered by said Trust Funds must comply with the terms, conditions and provisions established by said respective Trust Funds to become a contributing Company thereunder, unless such Companies are contractors and signatories to this Agreement. The Company, at his option, may continue payments to said Trust Funds for his employees covered by such payments who have left the employment covered by this or any prior to this Agreement, which payment shall be computed for each such employee at the service hourly rate provided for ALL FRINGE PAYMENTS including Vacation and Holiday in this Agreement times one hundred forty four (144) hours per month and shall otherwise make such payments to said Trust for and on account of such employees covered according to such terms, conditions and provisions established by the Trustees of said Trust Funds.

"Trust Office." The Air Conditioning and Refrigeration Health and Welfare Trust and Retirement Trust shall check monthly fringe reports for proper payment of all fringe benefits from the Company's posting of employee's individual fringe payment record cards, obtain answers to questions of employees regarding the operation of any of the fringe benefits, handle complaints in regard thereto, as well as handle applications for benefits, including all processing and mailing of forms for various benefits to the employees, maintain a list of the delinquent Companies and the financial status of all funds, transmit such information to the Trustees of such funds as well as to the Union, and generally report to the Trustees.


All fringe benefit contributions paid on overtime hours shall be at the regular hourly contribution rate, except that contributions paid on overtime for vacation and holiday shall be paid at one and one half (1 ½ x) times the regular hourly contribution rate.

"Forms and Depository." The Association and the Union shall agree upon the Company's form for the reporting and payment of fringes provided for in this Agreement, and also shall agree upon a bank, trust company, or other fiscal agent, hereinafter referred to as a "Depository" for the payment of fringes provided for in this Agreement; the Depository to be in the City of Los Angeles. Hussmann Corp. shall file with the Depository, WHICH SHALL BE DUE ON THE TENTH DAY OF EACH MONTH, AND RECEIVED NO LATER THAN THE TWENTIETH DAY OF EACH MONTH, the Company's depository form for hours worked by employees during the prior month, the original form to be signed by the Company, and such additional copies as may be agreed upon by the Company and Union. With the depository form, the Company shall make payment for all fringes provided for in this Agreement. The Company's form shall be filed by the Company whether or not he is employing any employees for the period in question. The Union and the Company may also agree that the Company's form shall provide a place wherein members of the Association may report dues for the Association. Copies of all the Company's reports shall be forwarded by the Depository to the Union and the Company; and the Company shall give to the Steward (if any) a copy of such report, or post report, as furnished to the Company.


Letter of Understanding

During the 2000 contract negotiations the Company agreed to excuse employees from working overtime when it interferes with the refrigeration training sessions designed to provide additional job competencies and to promote an employee into the next step of the wage progression.


Date: December 01, 2001



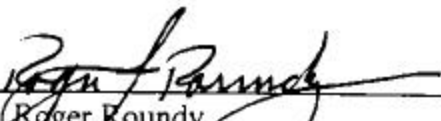
Larry W. Parson
Vice President of Human Resources
Hussmann Corporation



Mr. Edward Barnes
Business Manager
United Association, Local 250



Mr. Carmine Buonauro
Chief Business Agent, Refrigeration Division
United Association, Local 250



Mr. Roger Roundy
Business Agent, Refrigeration Division
United Association, Local 250

Letter of Understanding
Job Training & Security

During the 2004 contract negotiations the parties discussed ways to enhance the seniority as outlined in Section 9.05 with regard to promotions, transfers, layoffs, and call backs and to enhance the training opportunity for employees so they can move up the wage step progression as outlined in Appendix A of this Agreement.

Therefore, the parties agree that seniority will govern when skills and ability are judged relatively equal. With regard to training, employees shall be given the opportunity to receive internal training or from outside the facility as in the case with the United Association Technical Training Centers. The Company will make every reasonable effort to make the employee available for training and it is the responsibility of the employee to attend the training and gain the necessary skills. Upon successful completion of the classes and/or training, either internal and/or external, the employee shall be awarded a promotional pay increase to the next wage step progression as outlined in Appendix A.

The parties have agreed to meet and develop a formalized training program, with the help of the United Association Technical Training Center, within ninety (90) days following the ratification of this Agreement. The intent is to provide employees with training opportunity, the necessary skills and reward the employee through the wage step progression as outlined in Appendix A of this Agreement. The following outlines the wage step progression schedule for training and promotional purposes:

<u>Step</u>	<u>Duration</u>	<u>Training</u>
1	Starting Wages	On the job training
2	6 months automatic wage progression	On the job training
3	6 months automatic wage progression	On the job training
4	1 year automatic wage progression	On the job training
5	1 year successful completion of training	UA Training Center & internal
6	1 year successful completion of training	UA Training Center & internal
7	1 year successful completion of training	UA Training Center & internal
8	1 year successful completion of training	UA Training Center & internal
9	1 year successful completion of training	UA Training Center & internal

Until this new process is implemented, the current practice of training and promoting employees shall remain in effect. In the case where employees are currently being trained and will successfully complete their training in April 2005, they shall receive their increase according to Appendix A.

Letter of Understanding
UA Pipefitters Local 250
Chino Manufacturing 2005 Incentive Plan

Hussmann Corporation has updated their Incentive Plan for 2005 in an effort to guide success in the four key areas that are used to track performances: Safety, Quality, On Time Case Shipment, and Productivity. In that regard, the parties have agreed to establish the following plant award for the achievement of the plant's primary measures:

PLANT PERFORMANCE GOALS

- (1) Safety – Total Case Incident Rate (TCIR) of 4.0 or lower
- (2) Quality – First Throughput Yield (FTY) of 93% or better
- (3) On Time to Shipment – Completion rate of 96% or higher
- (4) Productivity – Score of 100 or lower (better)

INCENTIVE AWARD

For each goal that is met, the employee will receive \$125.00. If two (2) goals are met, the employee will receive \$250.00. If three (3) goals are met, the employee will receive \$375.00, and if all four (4) goals are met, the employee will receive \$500.00. The award will be taxable according to IRS regulations.

ELIGIBILITY

- Member of one of the four (4) Bargaining Units, AND
- Must be an active employee through December 31, 2005 and have worked at least 1000 hours in 2005. Any employee affected by a layoff within 30 days of this date will retain eligibility for any earned incentive. Note: Hours worked includes standard work hours, OT hours, vacation hours and holiday hours.

PAYMENT

- Starting point for the goals is 01/01/05.
- Ending point for the goals is 12/31/05.
- Goals will be measured monthly, by the fiscal month, which tends to end on or about the 26th of each month. Goals will be updated by the 15th of the following month.
- Incentives earned will be paid by February 1 of the following year.

The Company shall have sole discretion to establishing the goals, objectives and any renewal of this letter on an annual basis. The goals, objectives and renewal will be reviewed and communicated to the Union annually. In the event this letter is terminated any current contractual language superseded by this letter will apply. Updates will be directed to continuous improvement aimed at the mutual goals of the parties for the plant's long-term success.