

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
AND
JOHNSON CONTROLS, INC.

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ARTICLE I

Section 1. Recognition

The Company recognizes the Union as the exclusive bargaining agent for those employees of the Company who regularly are the exclusive performers of work required by AT&T, hereunder, whose occupations are currently represented by the Union and whose titles and classifications are included in the Title Summaries listed in Appendices A and B and any Memorandum of Agreement or Appendix attached to and made a part of this Agreement. The Company agrees to recognize the geographic and work functions jurisdiction of each Local Union within the Union as described in Appendices A and B attached hereto, and Lake and Porter Counties in Indiana. The Union will be responsible for resolving disputes between any Locals and, the Company agrees to abide by their resolution.

Section 2. Recognition Agreement

Johnson Controls, Inc. (hereafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO (herein referred to as the "Union"), hereby enter into the following Recognition Agreement:

WHEREAS, the Employer has entered into a contract with Ameritech dated May 1st, 1994 by which the Employer has assumed responsibly for performing non-management work functions for AT&T's Real Estate Operations (REO); and

WHEREAS, the Union has been the exclusive bargaining representative for certain categories and geographical locations of AT&T employees within the states of Illinois, Indiana, Ohio, Michigan and Wisconsin performing such non-management job functions for AT&T's REO, as set forth in the recognition and jurisdictional provisions of those certain collective bargaining agreements entered into, and currently in effect, between AT&T and the Union ("the Bargaining Unit Jurisdiction"); (Copies of the applicable provisions of the collective bargaining agreements are attached hereto as Exhibit A, and made a part hereof); and

WHEREAS, the Employer has recognized and has entered into a collective bargaining agreement with Local 399 of The International Union of Operating Engineers as the exclusive bargaining agent for its employees at the AT&T Center facility, 2000 SBC Center Drive, Hoffman Estates, IL (the "IUOE Agreement") and that both the Union and the Employer agree that any recognition of the Union set forth herein must exclude the bargaining unit currently covered by, and the recognition provisions applicable to, the IUOE Agreement; and

WHEREAS, a majority of the Employer's employees performing such work functions for AT&T's REO pursuant to the Bargaining Unit's Jurisdiction are, or will be, bargaining unit members of the Union who have terminated, or will terminate, employment with AT&T and who have accepted, or will accept, employment as newly hired employees of the Employer.

NOW THEREFORE, the Employer hereby recognizes the Union in its capacity as the collective bargaining representative with respect to the Bargaining Unit Jurisdiction for the Employer's employees performing non-management work functions required by AT&T and for no other employees, project, site, location or customer of the Employer.

Consistent with the Employer's recognition of the Union as set forth herein, the Employer and the Union agree to engage through their representatives, in good faith bargaining to arrive at a Collective Bargaining Agreement for the aforesaid employees.

APPENDIX A
TOWN CLASSIFICATIONS
SOUTHWEST DISTRICT
ILLINOIS

East St. Louis
Pontoon Beach
Edgemont
Aloflon
Smithton
Venice

Freeburg
Belleville
Cahokia
Fairview Heights
Scott A.F.B.
Brooklyn

Lebonon
O'Fallon
Sauget
Swansea
Fairmont City
National City

New Athens
Granite City
Centerville
ShiJoh
Madison
Washington Park

Job titles listed in the Agreement between Illinois Bell/CWA (Southwest District) effective August 9, 1992.

Building Equipment Mechanic
Building Servicer

TOWN CLASSIFICATIONS

INDIANA

Acton
Brownsburg
Cannel
Cumberland
Danville
Fishers
Greenfield
Greenwood
Mooresville
New Augusta
New Palestine
Noblesville
Oaklandon
Plainfield
West Newton
Zionsville
Culver
Fort Wayne
Kokomo
Michigan City
South Bend-Mishawaka
Albany
Alexandria
Anderson
Attica
Sellersburg
Auburn
Bedford
Bloomfield
Bloomington
Bluffton
Boonville
Buck Creek
Chandler
Charlestown
Chesterfield
Clarksville
Clinton
Columbus
Covington
Crawfordsville
Dale
Elwood
Evansville
Fowler
Frankfort
Gaston
Hartford City
Huntington
Jeffersonville
Kendaliville

Lafayette
Lebanon
Linton
Logansport
Marion-Gas City
Martinsville
McCutchanville
Mecca
Middletown
Montezuma
Morgantown
Morocco
Mt. Vernon
Muncie
Nashville
New Albany
Newburgh
New Castle
Otterbein
Oxford
Peru-Bunker Hill
Richmond
Rockport
Rockville
St. Joseph
St. Phillip
Shelbyville
Sheridan
Spencer
Tell City
Veedersburg
Vincennes
Washington Yorktown

Job titles or Town classifications listed in Appendix B, Exhibit 2 of the Agreement between Indiana BeII/CWA effective August 9,1992.

Equipment Maintenance Mechanic
Building Maintenance Mechanic
Building Maintainer
Building Service Attendant
Operations Clerk

TOWN CLASSIFICATIONS

OHIO

Akron
Arabia
Astabula
Barnesville
Beallsville
Beipre
Bellaire

Big Island
Botkins
Bowling Green
Bryan
Cambridge
Canton
Chillicothe
Clarington
Cleveland
Columbus
Coshocton
Dayton
Defiance
Dresden
Duffy
Findlay
Fostoria
Fremont
Gallipolis
Hillaboro
Ironton

Jackson
Lancaster
Lewisville
Lima
London
Macon
Mansville
Marietta
Marion
Martins Ferry
Middletown
Mt Vernon
Napoleon
Nelsonville
New Lexington
New Matamoras
New Carlisle
Newark
Newcomerstown
Newport
Norwalk
Norwich
Piqua
Portsmouth
Ripley
Roseville
Sandusky
Somerset
Sornerton
Springfield
St. Clairsville
Steubenville
Thornville
Tiffin

Toledo
Uhrichsville
Upper Sandusky
Vermillion
Washington C.H.
Wauseon
Wellsville
West Lafayette
West Unity
Winchester
Woodsfield
Xenia
Yellow Springs
Youngstown
Zanesville

Job titles or town classifications listed in Exhibit 3 and 4 of the Agreement between Ohio Bell/CWA effective August 9,1992.

Building Master Mechanic
Building Technician
Building Mechanic
House Service Attendant
Technical Associate
Administrative Specialist
Technical Specialist
Building Servicer

TOWN CLASSIFICATIONS

DETROIT METRO

Ada
Albion
Algonac
Alto
Ann Arbor
Athens
Auburn Hills
Auburn
Bad Axe
Baldwin
Battle Creek
Bay City
Beaverton
Belding
Belleville
Bellevue
Benton Harbor
Bergland
Berrien Springs
Bessemer
Beulah
Big Rapids
Birch Run
Birmingham
Boyne City

Brighton
Buchanan
Byron Center
Cadillac
Calumet
Caledonia
Carleton
Casnovia
Cedar Springs
Centerline
Charlevoix
Charlotte
Cheboygan
Chelsea
Clare
Clarkston
Clio-Mt. Morris
Coleman
Commerce
Coral
Crosswell
Crystal Falls
Detroit
the City
Limits)
Dexter
Dimondale
Drayton Plains
Dutton
East Tawas
Eaton Rapids
Elk Rapids
Escanaba
Ewart
Exchange
(Outside
Fairgrove
Farmington
Farwell
Fenton
Flat Rock
Flint
Flushing
Fowlerville
Frankenmuth
Frankfort
Freeland
Fremont
from River
Fulton
Galesburg
Gladstone
Gladwin
Grand Rapids
Grand Blanc
Grand Haven

Grant
Greenville
Gwinn
Harbor Springs
Harrison
Hastings
Hillsdale
Holland
Holly
Holt
Hopkins
Houghton
Howell
Hudsonville
Indian River
Interlochen
Iron Mountain
Ironwood
Jackson
Jamestown
Kalamazoo
Kalkaska
Lake Orion
Lake Odessa
Lake Leelanau
Lake Linden
Lansing
Lapeer
Laslie
Livonia
lonia
Lowell
Ishpeming
Luther
Mackinac island
Mancelona
Manistee
Manton
Marine City
Marion
Marne
Marquette
Marshall
Martin
Mason
Mayfair
Mayville
Menominee
Middleville
Midland
Milan
Moline
Monroe
Morley
Mt. Clemens
Nashville

Negaunee
New Haven
New Buffalo
New Boston
New Baltimore
Newaygo
Newberry
Niles
Northport
Northville
Norway
Onkama
Oscoda
Otsego
Oxford
Perkins
Petoskey
Pinckney
Plainwell
Plymouth
Pontiac
Port Huron
Portland
Reed City
Reese
Richiand
Rochester
Rockford
Rockwood
Romeo
Romulus
Roseville
Royal Oak
Saginaw
Sand Lake
Sandusky
Saranac
Sault Ste. Marie
Scottville
Sebewaing
South Lyon
Southfield
Sparta
St. Ignace
St. Joseph
St. Charles
St. Clair
Standish
Stephenson
Three Oaks
Traverse City
Tray
Trenton
Trout Lake
Ubly
Utica

Vassar
Vicksburg
Wakefield
Walled Lake
Warren
Washington
Watersmeet
Watervliet
Wayland
Wayne
West Branch
White Cloud
Whitmore Lake
Willis
Wyandotte
Ypsilanti
Zeeland

Town classifications listed in Exhibit A and Job titles listed in Exhibit B in the Agreement between Michigan Bell/CWA effective August 9, 1992.

Building Equipment
Building Mechanic
Building Servicer
Cleaner
Senior Building Servicer
Senior Clerk
Clerk to Manager
Mechanic

TOWN CLASSIFICATIONS

WISCONSIN

Appleton
Ashland
Baraboo
Beaver Dam
Beloit
Berlin
Burlington
Delavan
Eau Claire
Ellsworth
Fond du Lac
Fort Atkinson
Green Bay
Hudson
Janesville
Jefferson
Kenosha
Kewaunee
Ladysmith
Lake Geneva
Madison

Manitowoc
Marinette
Milwaukee
New London
Oconomowoc
Oconto
Oshkosh
Racine
Rice lake
Sheboygan
Stevens Point
Sturgeon Bay
Superior
Watertown
Waupaca
Whitewater

Job titles and Town classifications listed in Appendix A, Exhibit 1, VIII, and XI effective August 9, 1992.

Building Equipment Mechanic
Building Worker
Building Custodian
Service Clerk - S
Building Attendant

ARTICLE II

TERM OF AGREEMENT/AMENDMENT TO/ TERMINATION OF AGREEMENT

- A. This Agreement shall be effective at 12:00 A.M. on February 7, 2007 and shall remain in effect until 11:59 P.M. on February 6, 2012, and thereafter for one (1) or more additional periods of fifty-two (52) weeks each until amended or terminated as hereinafter provided.
- B. Either party desiring that this Agreement be amended effective for any yearly period subsequent to the initial period described in paragraph (A) of this section shall notify the other party in writing not less than sixty (60) and not more than seventy (70) days prior to the beginning of the yearly period for which it is desired that the amendment(s) become effective. Negotiations with respect to desired amendments shall commence not more than thirty (30) days prior to the first day of such yearly period unless the parties mutually agree otherwise.
- C. Either party desiring to terminate this Agreement at the end of the initial period described in paragraph (A) of this Article, or at the end of any yearly period thereafter, shall notify the other party in writing at least sixty (60) days prior to the expiration of the initial period, or of the then-current yearly period, such notice to set forth fully the reason or reasons for the desire to terminate in order that the parties may, prior to the end of any such period have the opportunity to discuss and settle any existing differences of opinions as to the reason or reasons for the desire to terminate, to settle any controversial issues which may become involved in reaching agreement or to agree on a definite means of settling all such differences or issues.

D. Nothing in this Agreement shall be construed to prevent the parties from making any changes which are mutually agreeable to the parties at any time during the tenure of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their representatives hereunto duly authorized, all on the day and year first above written.

JOHNSON CONTROLS, INC.



Ericka Westgard Reilly
VP FM Line of Business Americas



Christopher C. Thom
Director Labor Relations

COMMUNICATIONS WORKERS OF AMERICA

Seth Rosen
Vice-President, District 4

Tom Verkuilen
Representative, District 4

Bryon Capper
President, Local 4217

Frank Scola
Chief Steward, Local 4009

Mike Gill
Steward, Local 4603

James Semich
Chief Steward, Local 4340

ARTICLE III

VALIDITY

Should any section or portion of this Agreement be held unenforceable by any court of competent and final jurisdiction, or by any other proper authority, such fact shall not invalidate the remaining sections or portions of this Agreement, and any section or portion held to be unenforceable shall be revised as far as possible to conform to the law.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically and expressly limited elsewhere in the Agreement, the Company has and shall retain the sole and complete authority and discretion in regard to the management of the business and the direction of the working force.

It is expressly understood and agreed that all rights inherent to the Company as the owner of the business, which are not expressly contracted away by specific provisions of the Agreement, are retained solely by the Company.

The fact that a matter within the reserved area of management rights has been discussed with the Union under the grievance procedure or otherwise, shall nevertheless not make such matter subject to arbitration unless it is expressly made subject to arbitration by the terms of this agreement.

ARTICLE V
DISCRIMINATION

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, sexual orientation or national origin or because the employee has a disability, is a disabled veteran or a member of any other protected class as defined by state, local or federal law.

The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations.

ARTICLE VI

DEFINITIONS

Service:

- a. Service is based on employment start dates. Where two or more employees have the same service date, the employee who has the higher last four digits in his Social Security number shall be considered to be the more senior.
- b. Service or net Credited Service shall mean term of employment as set forth above for governing benefits.

Calendar Week:

A calendar week begins at 12:01 A.M. on Sunday and ends 12:00 A.M. the following Sunday.

Union:

The Union is the Communications Workers of America (CWA).

Company:

Johnson Controls, Inc.

Employee:

The Employee referenced in Article IX is any person designated as active in the Company personnel department and covered under recognition of this Agreement.

Shift:

A shift consists of eight and one-half (8-1/2) consecutive hours including one-half hour unpaid intermission for a meal constituting a regular day's work assigned by the Company.

Tour:

A tour is five (5) consecutive shifts assigned by the Company.

Work Week:

Any paid time, Company or Union, except sick days, will be counted toward the eight-hour day or 40 hour week. The Company will grant one sick day exception per year.

Commutable Distance:

Thirty-five (35) mile radius from the employee's residence.

ARTICLE VII

SENIORITY

- A. Seniority is based on the actual number of years an employee has been a member or rendered dues to the CWA signatory to this Agreement. Seniority will be treated as follows:
 - 1. A new employee from AT&T who has been a member or rendered dues to one of the CWA or IBEW locals signatory to this agreement, directly to Johnson Controls, Inc., their seniority would be bridged by the contract after the probationary period (Art. VII Section c). This applies as long as there are employees left in Ameritech.
 - 2. An employee coming from AT&T (other than those in above paragraph), or had any break in service between leaving AT&T and starting at Johnson Controls, Inc., their seniority would be bridged after nine (9) months.
- B. Seniority shall govern matters effecting vacation, transfers, promotions, shift assignments, layoffs, sick leave, 401k, recall from layoffs, and surplus conditions, pursuant to any Articles, Appendices or Memorandums of this Agreement covering these matters.
- C. Probationary Period. There shall be a probationary period of ninety (90) days for any new employee, during which time the Company shall have the privilege, in its sole discretion, of laying off, discharging or retaining such employee. The Company will review the status of all probationary employees with the Union before taking any actions. If retained by the Company, such new employee's seniority shall date from the first day of employment.

ARTICLE VIII
SCOPE OF WORK

Section 8.01

- a. This Agreement covers all those employees of the Company represented by the Communications Workers of America (CWA), performing the work functions formerly performed by AT&T REO and assigned by AT&T.
- b. The Company shall have the right to contract out work covered by this Agreement, provided such contracting out will not cause layoffs, part-timing of employees, or prevent the rehiring of employees with seniority standing or reduce the size of the bargaining unit. If such contracting of work is on-going, it will be reviewed by the Company with the Union upon request of either party and appropriate adjustments will be made (i.e., hiring, recall of laid off employees, etc.)

Section 8.02

During the term of this agreement any facility management work in the bargaining unit jurisdiction assigned by AT&T that bargaining unit members are capable of performing or can be reasonably trained (one to four weeks on the job) will be assigned to them. No other divisions or departments within Johnson Controls will be considered for work the bargaining unit is qualified to perform.

Johnson Controls, Inc. scope of responsibility is inclusive of, but not limited to self performing and supervising contracts for a comprehensive array of facility management services assigned by AT&T and provided by the Company to AT&T which at the date of signing this Agreement, includes the following:

- Preventative maintenance includes inspections, lubrication, test, adjustment and maintenance tasks performed according to a periodic schedule.
- Corrective maintenance and repair includes all repairs, replacement and adjustment of equipment in response to conditions discovered during performance of preventative/predictive maintenance, equipment breakdown, improper operation or occupant complaint.
- General building maintenance includes but is not limited to the inspection, repair, removal, replacement and/or touch-up painting of ceiling, floors, and floor finishes, walls, moveable partitions, windows, doors and roofs.
- Predictive maintenance includes, but is not limited to the following techniques:
 - Infrared scans
 - Oil analysis
 - Megger testing
 - Multi-amp testing

Operate, maintain and repair the following:

- HVAC systems maintenance includes preventative maintenance, corrective maintenance and repair work including, but not limited to the following systems:
 - Chilled water systems, chillers (except annual inspection and major overhaul), heat exchangers, pumps, piping, valves and accessories.
 - Condenser water systems (primary and secondary), cooling towers, pumps, piping, valves, filters and accessories.
 - Hot water systems, boilers, pumps, fan coil unit, unit heater, FIN tube radiation, coils, piping, valves and accessories.

- Fuel oil systems, fuel oil storage tanks, level control pumps, filter/strainers, piping, valves and accessories.
- Natural gas systems.
- Water treatment systems, pumps, tanks, feeders, controls, piping, valves and accessories.
- Miscellaneous piping systems, piping, valves and accessories.

- Air conditioning systems, AC Units, HV Units, fans, coils, electrostatic filters, filters, humidifiers, air terminal unit, air outlet, ductwork, dampers, condensate system and accessories.
- Ventilation systems, fans, filters, air outlets, ductwork, dampers and accessories (includes all miscellaneous supply, make-up, exhaust and kitchen exhaust air system) and smoke control.

- Plumbing systems maintenance services includes preventative corrective maintenance, repair and project work including, but not limited to the following:
 - Domestic water systems, booster pump system, hot water heaters, circulating pumps, water softeners, drinking water fountains, piping, valves, backflow preventer, and accessories.
 - Sanitary drainage systems, sewage ejector, roof drains, area drains, piping, valves and accessories.
 - Storm drainage systems, sewage ejector, roof drains, area drains, piping, valves and accessories.
 - Wells and pumps.

- Electrical systems maintenance service includes preventative, corrective maintenance, repairs and project work for all electrical systems operating 480 volts or less including, but not limited to the following systems:
 - Secondary power systems, switch gear, motor control centers, motor starter, disconnects, panel boards, circuit breakers, transformers, computers, distribution centers, wiring, devices, receptacles, and accessories.
 - Lighting systems, panel boards, circuit breakers, transformers, lighting relays, and controls, light fixtures.
 - Ballasts, wiring, switches, and accessories. (Lighting systems include all building parking, and grounds.) This includes high bay light replacement.
 - Emergency generator system, diesel generator and controls (except annual inspection and major overhaul)
 - Transfer switches, switchgear, panel board, wiring and accessories. (Not associated with a network)
 - Uninterrupted power unit system, batteries, transfer switches, wiring devices, and accessories except annual inspection and major overhaul.

- Building automation system maintenance includes preventive, corrective maintenance and repair, and project work for the computer based system including, but not limited to the following items:
 - Electronic control systems, sensors and sensing elements, controllers, operators, portioners, thermostats, humidistat, dampers, valves, piping, VAV, FPB, valves, software programming and accessories.
 - Maintenance and repair of computers and software is specified to be provided by the system supplier and is specifically excluded from the scope of services to be provided.

- Fire and life safety systems: Although major repairs and annual service will be provided by others, day to day fire and life safety systems maintenance including preventive, corrective maintenance and repair work including, but not limited to the following items:
 - Fire and smoke detection equipment including fire detectors, smoke detectors, manual pull stations, alarm bells and lights, annunciators, speakers, flow detectors, flow switches, valve switches, wiring, HVAC smoke control system, devices and accessories.
 - Fire suppression systems, fire pumps, and controls, jockey pumps, sprinklers (wet/dry), fire hose cabinets/racks, manual fire extinguishers, piping, valves and accessories.
 - Halon fire extinguishing system, storage tanks, devices and accessories supporting the system.
 - Kitchen dry fire extinguishing systems, storage tanks, piping, valves, wiring relays and accessories.

- Kitchen, cafeteria and food service equipment maintenance services where applicable, includes preventive, corrective and repair work of all food preparation, cooking, refrigeration and serving equipment including, but not limited to the following items:
 - Refrigeration equipment, refrigerators, freezers, icemakers, condensing units, piping, valves, controls and accessories.
 - Cooking equipment, ovens, grills, ranges, kettles, microwaves, steamers, warmers, and accessories.
 - Food preparation equipment, mixers, slicers, toasters, coffee makers/urn, and dispensers.
 - Dish washing equipment, tray conveyors, disposals, and grease traps.
 - Kitchen hoods, grease filters, fans, exhaust ducts, ventilators, ductwork and accessories.

- Custodial services for those services currently performed by AT&T employees and contract services transitioned to the Company from AT&T. The services include, but are not limited to the following:
 - Janitorial work
 - Light household work
 - Mopping, waxing, dusting, yard maintenance, snow shoveling, washing walls, ceilings, windows.
 - Cares for supplies
 - General housekeeping duties
 - Moves furniture

- Customer Service Center (CSC) Operations, CSC Operations Services (Management and Labor) includes, but limited to the following:
 - Alarm monitoring and response.
 - Centralize customer request and response
 - Establishment and use of a priority response system based on types and categories of work, building, systems, and manpower/material availability.
 - Establishment and use of a mobile operations preventive maintenance and work scheduling system.
 - Implementation of the computer-assisted maintenance management system.

- Provide project-wide technical support services management and labor in the following areas:

- Life Safety Systems
 - Building controls (DDC)
 - Field operations technical troubleshooting
 - Technical policies and procedures
 - Computer-assisted maintenance management systems
 - CEVs
-
- This description of work in no way limits the Company or the Union to just the descriptions of work in this Section.

ARTICLE IX
TYPES OF EMPLOYEES

Section 9.01

There shall be four types of employees:

- a. Regular full-time, who work 40 hours a week and who have successfully completed their probationary period as set forth in Article VII (c), Probation.
- b. Temporary Employees
 1. A temporary employee is one who is engaged for a specific project or a limited period with a definite understanding that employment is to terminate upon the completion of the project or at the end of the period. The employment period of a temporary would not normally exceed six (6) months. Upon mutual agreement the limit can be extended to hold vacancies due to disability and leaves.
 2. The Company agrees to notify the Union of location, type of work and duration, whenever a temporary employee is to be used.
- c. Probationary Employees, Article VII (c).
- d. Facility Mechanic Trainee, Exhibit A.

ARTICLE X

UNION SECURITY / DUES DEDUCTIONS

Section 10.01 **Union Security**

It shall be a condition of 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 thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, not later than the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.

The Company agrees to furnish to the Union the name, home address and social security number of newly hired employees, once each month. The Union will hold the Company harmless from any claims made by any employee or former employee who is terminated pursuant to the provisions of this Article.

Section 10.02 **Union Dues Deductions**

The Company shall make collection of Union dues through payroll deduction upon receipt of an order in writing signed by the employee and shall pay over to the Union, monthly, the total amount thus deducted from all employees. Authorization by employees for such deductions shall be in a form mutually acceptable to the Union and the Company. Deductions from employees paid weekly will be made in the second and fourth pay periods of each month. Deductions from employees paid bi-weekly will be made in the first and second bi-weekly pay periods of each month.

A. The Union agrees to certify to the Company, by the Secretary-Treasurer of the Union, the amount of the Union dues to be deducted for each Local of the Union and any changes in the amount of the dues that may from time to time occur. Such certification shall be made to the Company on or before Friday, the eighth calendar day preceding the last day of the pay period for which the allotment is to be effective. Mass changes of allotment amounts shall be submitted twenty (20) days or more prior to the month in which such changes are to occur.

B. The Union agrees to notify the Company of transfers of membership of employees from one Local to another and the corresponding change in dues, if any, on or before Friday, the eighth calendar day preceding the last day of the pay period for which the allotment is to be effective. Mass changes of allotment amounts shall be submitted twenty (20) days or more prior to the month in which such changes are to occur.

C. The Union agrees to indemnify and hold the Company harmless from all claims, damages, costs, fees or charges of any kind which may arise out of or result from the honoring by the Company of dues deduction authorizations in accordance with the provisions of this Agreement, and the transmitting of such deducted dues to the Union.

D. Cancellation by an employee of such written authorization for payroll deduction shall be in writing and signed by such employee. Upon receipt thereof, the Company shall honor any such cancellations. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of the Company or is transferred or promoted out of the bargaining unit.

E. Payroll deduction of dues will be handled as follows:

- Deduction of dues shall be suspended during the period of an employee's leave of absence.

- When there is insufficient pay to cover all deductions, then deductions for Union dues and deductions for allotments to the Savings and Security Plan, respectively, shall have priority over all authorized deductions except those required by law and authorized deductions for insurance.

F. The Company will furnish the Union a monthly statement showing for each employee having a dues deduction authorization on file:

- The name, payroll number and amount of dues deducted.
- A list showing the employees for whom the Company has not made a dues deduction and an appropriate explanation.

The Company will furnish to the Union, monthly, a list of the employees engaged by the Company who are eligible for Union membership, showing name and payroll number.

ARTICLE XI

SCHEDULES/WORK WEEK/SHIFT

Section 11.01 Schedules

- a. All employees or job sites will have a work schedule posted or made available as follows:
 - schedules which do not include a holiday to be worked shall be posted or made available by noon on the preceding Thursday.
 - schedules which do include a holiday to be worked shall be posted or made available by noon on Thursday two weeks in advance.
- b. If a schedule is not posted or made available by the above guidelines (a), then the employee would work the shift as posted on the previous schedule
- c. For the purpose of shift preference, out of hour schedules would normally run for six (6) weeks unless agreed to by the Company and the Union.
- d. If an employee needs, he may request a change or trade a shift or tour subject to management approval.
- e. If management changes a shift or tour outside the guidelines in (a) above, then the employee would be paid 1-1/2 times the straight time rate plus differentials for all hours worked.

Section 11.02 Work Week/Shift

- a. The normal work week shall be five (5) consecutive days of eight (8) consecutive hours each.. A one-half (1/2) hour unpaid intermission for a meal shall be allowed. Employees who agree to remain on-site and work during their lunch will be paid for such time worked.
 - Normal shift hours shall be as follows:
 - Day shift: Between 6:00AM to 6:00PM.
- b. A shift differential of 10% plus the basic wage rate will be paid for all shifts beginning between 12:00PM and 6:00AM.
- c. The Company may schedule outside of normal hours limited numbers to efficiently meet reasonable Customer demands and maintain adequate service.
- d. Scheduled Saturdays and Sundays shall be paid at the overtime rate of (1 1/2) times the basic rate plus differential when applicable. Unscheduled Sundays shall be paid at the double time rate plus differentials when applicable. Double times shall be two (2) times the employees basic rate.
- e. One fifteen (15) minute paid break shall be given during an eight (8) hour shift.
- f. Shifts will be assigned on a seniority-qualified basis, out of the appropriate work group.

ARTICLE XII

OVERTIME

The Company agrees to distribute overtime in a fair manner. The overtime rate shall be as shown in (g) below.

- a. Overtime will be paid after 40 hours are worked in a calendar week (Article VI) or after 8 hours are worked in a day.
- b. If called to clear work from home, a minimum of 2 hours at the appropriate overtime rate (1-1/2) will be paid.
- c. Employees who volunteer to be on-call will carry a pager and be paid \$12.00 for scheduled days and \$30.00 for non-scheduled days. If called, sections (b) and (d) apply.
- d. If an employee is called to report to work or is asked to work other than their regular 8 hour shift, they will be paid a minimum of three (3) hours at the appropriate rate below (g), or the appropriate hours worked, whichever is greater. They will be paid from the time they leave home until the time they return home. This does not apply to overtime worked in conjunction with employees scheduled shift.
- e. Any paid time, Company or Union, except sick days, will be counted toward the eight hour day or 40-hour week. The Company will grant one sick day exception per year.
- f. The Company and Union recognize the need to maintain service levels and agree to promote cooperation to administer the provisions of this Article.
- g. Overtime will be paid after forty (40) hours are worked for the first eight (8) hours at the rate of one and one-half (1-1/2), then for forty-nine (49) hours and over at the rate of double time. Sundays will be paid at double time. Scheduled Saturdays and Sundays are also paid at the overtime rate. Unscheduled Sundays are paid at the double time rate.
- h. If an employee is held over at the end of their shift, or is called in for an emergency, and they work eleven (11) or more consecutive hours, they shall receive a \$15.00 meal allowance reimbursement.
- i. There will be no compounding or pyramiding of overtime.

ARTICLE XIII

PAYMENT FOR TIME NOT WORKED

Full basic pay shall be allowed for the following absences:

- a. Time lost on account of jury or other court duty less any amount received from civil authorities.
- b. Illness not compensated for under the Workmen's Compensation Law. Any employee who becomes ill during the contract year will be entitled to days of illness in respect to Company Policy regarding absence. Each employee shall accrue eight (8) hours of illness time for each month of employment. Unused illness time shall accumulate to a maximum of 80 days. Paid time will pay 60 days at full pay and 40 days at half pay. The Company may require a physical examination to support any claimed illness or injury; the expense of any such examination shall be paid by the Company.
- c. When any regular employee is required to be absent from duty due to death in his immediate family consisting of wife, husband, child, step-child, mother, father, sister, brother, sister-in-law, father-in-law, brother-in-law, mother-in-law, grandmother, grandfather, grandchild, grandparent-in-law, or any other relative living in the same house with the employee, a payment shall be made for such period as is deemed reasonable by the employee's supervisor under the circumstances.
- d. Employees who are hired from AT&T REO will have their seniority count toward accruals of illness time off.

ARTICLE XIV

TRANSFERS/RETRANSFERS/ TEMPORARY ASSIGNMENTS/PROMOTIONS

Section 14.01 **Transfers and Retransfers**

- a. The seniority of an employee transferred from the CWA signatory to this Agreement or re-transferred as provided in paragraph (b) shall be automatically credited to the employee in the group to which the employee is transferred.
- b. Employees re-transferred from anywhere within the Company to work covered by this Agreement within the jurisdiction of the CWA shall immediately resume the amount of seniority established as of the date of transfer from work covered by this Agreement. After he or she accumulates additional seniority under this Agreement for a period of nine (9) consecutive months, the employee shall be credited with seniority equal to the employee's total net credited service.

Section 14.02 **Temporary Assignments**

Non-management employees not covered by this Agreement may be detailed to work covered by this Agreement to provide relief for leaves of absence, vacations, sickness absence or other absence of short duration and to provide relief during cutovers, special projects, and other peak or unusual work load situations, when such detail does not prevent the hiring of a full time employee or replace a full time employee.

Anytime an employee formally conducts "classroom-type" training they shall be compensated at Lead wages for their classification.

Section 14.03 **Promotions/Transfers**

- a. When vacancies occur in Johnson Controls, Inc. (AT&T Project), qualified employees by seniority will be given first consideration for the jobs. If the Company deems it necessary to promote or transfer a less senior person with higher qualifications, the matter shall be referred to the Advisory Committee, where the provisions of Article XXVIII apply. The Company will make every effort to make training available on a seniority basis and weigh abilities and qualifications of the senior employee.
- b. Should an employee decline a promotion or transfer, it shall have no effect on the employee's future promotions or transfers.

ARTICLE XV

BOARD AND LODGING/TRAVEL TIME, CONDITIONS AND EXPENSES

Section 15.01

The Company will designate a place for each employee as his permanent Reporting Location at the beginning of this contract, or at the time of his employment. ("Report Location" or "Reporting Location"). This site will be one of the following and will not be changed without the Union's consent: (a) a customer site; (b) a Company-owned or leased facility; or (c) an employee's home.

Section 15.02

Travel time spent by an employee in excess of the time it takes to travel between the employees home and the permanent Reporting Location shall be considered as work time.

Section 15.03

Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another, or from one town to another shall be considered as time worked.

Section 15.04

When an employee uses his motor vehicle for Company use, he shall be compensated at the maximum applicable federal allowance per mile, for all mileage incurred, to and from the job site, as well as mileage accumulated during the day. Parking and tolls shall also be reimbursed.

Section 15.05

Board and Lodging Assignment - An employee may be required to board and lodge during assignment. The lodging will be provided by the Company at its expense at a hotel or motel approved by the Company. The employee will receive a daily meal allowance of \$.40.00. Employees are required to submit expenses on a Johnson Controls travel and expense form.

Section 15.06

Travel Expense - when an employee is required to report to a job site which requires overnight lodging the Company shall pay for the actual cost of the employee's transportation between his Report Location and the job site at the start and completion of the assignment. Where an assignment requiring boarding and lodging is longer than three weeks the Company shall pay the actual cost of the employee's transportation from the job site to his Report Location and from his Report Location back to the job site every third weekend. Employees are required to submit expenses on a Johnson Controls travel and expense form.

Section 15.07

For those employees actually receiving board and lodging on a temporary assignment, the Company will also provide a daily Incidental Expense Allowance of \$10.00. The Incidental Expense Allowance will cover all personal expenses other than board and lodging incurred by the employee (e.g., telephone calls, laundry, etc.) for the duration of the assignment. Employees are required to submit expenses on a Johnson Controls travel and expense form.

Section 15.08 **Travel Expense**

- a. Employees shall normally be furnished transportation by the Company during working hours from Report Location to Job site, Job Site to Job Site, and Job Site to Reporting Location. The Company will not furnish transportation between the employees residence and the Reporting Location.
- b. In cases where an employee is required to use his own vehicle for transportation during working hours from Reporting Location to Job Site, Job Site to Job Site, and Job Site to Reporting Location the employee shall be paid mileage per government standard per mile to job and return trip. The Company will not furnish transportation between the employee's residence and the Reporting Location. Parking and tolls shall also be reimbursed. Employees are required to submit expenses on a Johnson Controls travel and expense form.
- c. In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from the gross income during the term of this Agreement, the Company will increase the amount of reimbursement accordingly effective on the first of the month following the announcement of the change by the IRS.

ARTICLE XVI

SAFETY

Section 16.01

- a. There shall be a joint Safety Committee consisting of three members representing the Company and three members representing the CWA. The committee will be acting exclusively in an advisory capacity to the Company. The duties of this committee shall be to develop and recommend to the Company safe work rules that are equal to or greater than the standards as established by the Occupational Safety and Health Act of 1970 and/or Federal or State laws, if applicable. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Company of additional or more stringent safety rules to protect the health and safety of the employees.
- b. It shall be the function of this committee to study these safe work rules and recommend an update to the Company. This committee shall meet when called by the Co-Chairmen or when called by a majority of the current committee members.
- c. The committee shall consist of three (3) representatives appointed by the Company and three (3) representatives appointed by the CWA District 4 International Representative.
- d. The Company shall furnish all protective safety equipment. This equipment will include, where necessary, standard prescription safety glasses and safety shoes.
 - Prescription safety glasses:
 - Standard prescription safety glasses will meet the ANSI Z87.1 rating. A standard pair of safety glasses will have a frame, side shields, and the appropriate protective lens.
 - Employees will be reimbursed up to \$175.00 for all standard safety glasses
 -
 - Safety Shoes:
 - Safety shoes should be sturdy and have an impact-resistant toe (as designated by the project). Safety shoes may come in a variety of styles and materials (i.e. leather or fabric boots, oxfords, etc.).
 - All safety shoes must meet the ANSI Z41-1-1991 standard.
 - A reimbursement up to \$175.00 will be paid by the Company for purchase of safety shoes. When shoes wear out another reimbursement will be made as approved by the manager.
 - For reimbursement of safety glasses and safety shoes, a receipt must be turned into the manager, at which time a voucher can be filled out.
 - Insulated Coveralls:
 - In situations where prolonged exposure to inclement weather is expected, insulated coveralls will be provided to either individuals, or in the case of large facilities, in sites suitable to team members. The decision for applicability will be made by the Operations Manager.
- e. The safe work practices that are in effect on AT&T Company property which are more stringent than those in this Agreement shall apply to work which is permitted on that property under the

terms of this Agreement.

- f. It is the Company's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. Employees shall comply with all rules and standards set forth.
- g. It shall be the responsibility of the Company to file a copy of all accident report with the Safety Committee through the appropriate Business Manager or designated representatives.
- h. The Company will advise the Union of any on-the-job accidents which result in hospitalization or death.
- i. The Company agrees to pay the hourly wages for Union representatives attending safety committee meetings.

ARTICLE XVII
VEHICLES/GARAGING

Section 17.01

During the term of this Agreement, the Company shall not discontinue home garaging for employees who participate in the on-call program or regularly accepts call-outs.

- a. The Company will furnish vehicles to employees when the Company determines that such vehicles are necessary for employees to perform their jobs. All vehicles must meet safety rules and regulations.
- b. All expenses and liabilities related to the ordinary and responsible use of Company-furnished vehicles will be the responsibility of the Company.
- c. While using a Company-furnished vehicle, or using their own vehicles in the course of their employment, employees shall operate such vehicles in a safe manner, shall keep the vehicles locked when unattended, and shall park them in a safe manner.
- d. If the Company finds it necessary, the employee may be required to park the Company vehicle at a location other than the employees normal work location. This location may be the employee's residence or a mutually agreed upon location, such as a leased parking space, garage, service station, or similar site.
- e. The Company shall provide lodging to employees who are working outside a commutable distance and who are working after 10:00 P.M. The Company agrees to grandfather those employees coming from AT&T at their present home location when reasonable.
- f. Should the Company decide to adjust or discontinue the program in a work group, participating employees will be given at least thirty (30) calendar days notice prior to discontinuance, unless a shortened interval is mutually agreed upon by the Company and the Union. When one or more employees wish to withdraw from participation in home garaging, as discussed in this Article, they shall give their first level of supervision thirty (30) calendar days notice of such withdrawal, unless a shorter interval is mutually agreeable to the Company and the Union.

ARTICLE XVIII

TOOLS & CLOTHING

Section 18.01 Tools

- a. The Company will determine and furnish the employee with all tools and equipment necessary for the job. All tools and equipment will be of commercial standard quality in keeping with Safety Rules and Regulations.
- b. All hand tools and a tool box or pouch shall be furnished on a one-time basis. As hand tools need replacing due to loss or damage, it will be the employee's responsibility to replace them with safe, commercial standard quality tools.
- c. The employee will return to the Company tools and equipment furnished by the Company within five (5) days of termination of employment with the Company.

Section 18.02 List of hand tools:

Web Belt
Adj. 8" Wrench
Adj. 10" Wrench
Folding Hex-Key
Phillips #4A849 Screwdriver
Phillips #4A850 Screwdriver
Phillips #4A848 Screwdriver
Slotted 1/Screwdriver
Slotted 5/Screwdriver
1/4" Nut Driver
5/16" Nut Driver
Lineman's 9" Pliers
Diagonal 6" Pliers
Long Nose Pliers
Tongue & Groove Pliers
1-1/2" Putty Knife
Utility Knife
25' Tape Measure
Wire Strippers
Fluke Meter
Utility Flashlight
Hammer
Tool Pouch or Box

Section 18.03 **Clothing**

- a. The Company will determine and furnish clothing for each employee. This will include shirts, pants, jacket and caps. The Company agrees to furnish enough uniforms for each employee to wear a clean set daily while soiled uniforms are being laundered at the Company's expense. Employees are required to wear the company provided uniforms on the job daily. If an employee is located in an area where the Company is unable to arrange to have the employee's uniform laundered, the employee may arrange to have uniforms laundered for a reasonable cost at a laundry facility at the Company's expense.
- b. The Company will furnish all necessary protective clothing for inclement weather conditions such as parka, rain gear, and boots.
- c. Upon termination of employment the employees shall return all uniforms and other Company-furnished clothing within five days.

ARTICLE XIX

SURPLUS

Section 19.01 **Work Force Adjustment (Surplus)**

Whenever, in the judgment of the Company, a surplus of employees within the AT&T Project exists in a job title, all employees within the same job title shall be offered in order of seniority, assignments to available jobs for which they are qualified, as outlined below. (The Company and the Union will determine the appropriate group to be adjusted.)

- a. A voluntary lateral reassignment to an equal paying job title within the AT&T Project within a commutable distance.
- b. A voluntary lateral reassignment to an equal paying job title within the AT&T Project outside a commutable distance.
- c. A voluntary lateral reassignment to an equal paying job within the Company.
- d. A voluntary reassignment to a lower paying job title within the AT&T Project within a commutable distance.
- e. A voluntary reassignment to a lower paying job title within the Company.

If such reassignment should require employees to relocate their residence as a result of transfers involved with force redistribution, they will be eligible for moving expense reimbursement according to Johnson Controls, Inc. (AT&T Project) Relocation Policy.

The provisions of this Collective Bargaining Agreement do not apply to any employee transferred to a location not covered by the recognition clause of this Agreement.

ARTICLE XX

LAYOFFS & RECALL

Section 20.01 **Layoffs**

If the procedure set forth in Article XIX, section 19.01 (a)-(e) does not satisfy the surplus condition the Company may move to layoff. The Company will negotiate with the Local Unions involved as to a formula or plan before instituting such layoffs. In the event that no agreement can be reached between the Company and the Union within a twenty (20) day period, the following will apply.

- a. All vendors and outside contractors of the Company will be removed from the AT&T Project in the affected job titles.
- b. Temporary employees will be separated from the payroll before regular employees are laid off.
- c. If the above does not relieve the conditions requiring layoffs, the Company shall layoff regular full-time employees by inverse order of seniority by job title within the affected Local Union's jurisdiction. Senior Facility Engineers, Lead Facility Engineers, Building Automation Specialists and Facility Engineers shall be considered employees of the same combined job title. Any employee in the service of the Employer continuously for one (1) year or more who is laid off due to job elimination, technological improvements or the closing of a building shall have the option of receiving a severance allowance of one week's pay for each full year of Johnson Controls service to a maximum of seven (7) weeks pay. Upon acceptance of severance pay, the employee shall be deemed to have waived all future rights of employment with the employer and shall be terminated. The Company will consider volunteers by seniority before moving to layoff.

Section 20.02 **Recall from Layoff**

When conditions arise where the Company requires additional regular employees to the work force in the affected job titles and at locations covered by this Agreement, the Company shall proceed as follows:

- a. Former regular employees who held the affected job titles at the time of layoff, shall be offered reemployment at their prior job title in inverse order in which such employees were laid off, provided employees may volunteer to take a job in a lower wage classification, and
 1. The period of layoff has not exceeded three (3) years; and
 2. They are physically able to perform the duties of the work available, and
 3. The job to be filled is within a commutable distance with respect to the laid off employees in question
- b. Notice for rehiring shall be mailed by registered letter, return receipt requested, via USPS, UPS, DHL or other national carrier to the last known address of the laid off employee. The Union shall also be notified.
- c. The Company will assume that failure on the part of the employee to notify the Company within fifteen (15) calendar days concerning acceptance of an offer of employment or failure to report for duty within fifteen (15) calendar days from the date of the offer constitutes a rejection.
- d. It shall be the responsibility of such former employees to notify the Company, at the employment office, of their desire for reemployment and to keep the Company currently informed of their correct addresses.

ARTICLE XXI

RELOCATION

The Company and the Union agree to the Johnson Controls, Inc. (AT&T Project) policy as related to its relocation Assistance program. The Company agrees not to modify its policy without negotiating with the Union. When changes are contemplated, the Company shall notify the Union in writing no less than sixty (60) and not more than ninety (90) days prior to the implementation of such changes.

ARTICLE XXII

TRAINING/RETRAINING

In the present environment of fast-paced technological developments and structural changes, the parties recognize the benefits in offering to employees training and retraining programs for personal or career development or in the event their existing jobs are displaced. Accordingly, the Company will offer, at Company expense, training and retraining programs to employees for personal or career development and to employees being displaced to qualify for job vacancies as anticipated by the Company.

The personal or career development training and the job displacement retraining programs contemplated by this provision will be generic in nature and separate and distinguished from the current job specific training instruction.

The Joint Advisory committee will assist and advise in the training efforts encompassed by these programs.

Section 22.01 **Personal or Career Development Training.**

1. Personal or career development training programs will be designed as an educational self-development aid to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.
2. Training under such programs will be generic in nature as opposed to job specific and will cover technical, sales, clerical and other fundamental skills.
3. Any regular employee with at least six (6) months of seniority will be eligible to participate in such training programs under the terms of such programs.
4. Participation by employees in the personal or career development training programs will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.
5. Books required for an approved training program for employees meeting the eligibility requirement in paragraph (3) above will be reimbursed at one half (1/2) of the actual cost paid. Proof of payment and a copy of the course outline or syllabus identifying the books required must be submitted with the request.

Section 22.02 **Job Displacement Training**

1. Job displacement training programs will be designed to prepare employees whose jobs are being displaced or whose jobs are being restructured to a wage schedule with a lower maximum wage rate to enhance their ability to qualify for anticipated job vacancies within the Company.
2. Employees will be informed of potential displacements as soon as possible and depending on the number of any anticipated job openings, will be offered training, if necessary which is intended to enable them to qualify for such job openings in the Company.
3. All regular employees who are notified of potential displacement of their current jobs or restructuring to a lower rate will be eligible to participate in such training program regardless of length of seniority.
4. Participation by employees in the job displacement training program will be offered to all employees, and any time spent by employees in such training will be during scheduled working hours and considered as time worked.

ARTICLE XXIII

DRUGS & ALCOHOL

- a. The Company and the Union recognize the need for safe and efficient work operations and the need to promote a better understanding and acceptance of an alcohol-drug free environment. The Company and Union agree to work jointly in promoting employee awareness concerning substance abuse.
- b. The Union has been made aware of corporate policy However, their implementation is subject to the grievance and arbitration process and upon any implementation of these policies the employee will be afforded Union representation.

ARTICLE XXIV

HOLIDAYS

Section 24.01

- a. A holiday allowance equal to a full day's pay will be paid for all AT&T authorized holidays.
- b. Every holiday which falls on a Monday through Friday is included in the 40 hour week.

Rate of pay for Hours Worked:

- c. An employee working on a holiday will receive the holiday pay plus double time for all hours worked,
- d. Holidays will be honored the same as AT&T Holidays within the local bargaining units not to exceed 10 days. If Ameritech adds scheduled recognized additional holidays during the life of this agreement, these days will be recognized by the Company.
- e. When recognized holiday falls on a non-scheduled day:
 1. The holiday, whether to be worked or to be paid holiday allowance only, will be in addition to the employee's five (5) day work tour.
 2. Employees not scheduled to work will have the option of electing either a paid holiday allowance or a day off with pay at the straight time rate thereafter in the calendar year or the first ninety (90) calendar days of the following year as approved by the supervisor. The day subsequently approved in lieu of the non-scheduled holiday will be treated as the holiday for all purposes and may not be changed or rescheduled.

ARTICLE XXV

VACATIONS

Section 25.01

- a. Employees with ninety (90) days service with the Company shall receive two (2) weeks vacation with pay according to the accrual formula in section 25.02. They shall receive three (3) weeks vacation with pay after five (5) years of service. They shall receive four (4) weeks vacation with pay after ten (10) years of service.
- b. Former members of Communications Workers of America, AFL-CIO, shall receive vacation based on years of seniority for which they were a member or rendered agency fees in their respective Locals.
- c. A week's vacation pay shall be forty (40) hours pay at the employee's regular straight time rate plus any differentials.
- d. An additional day's vacation, at the employee's request shall be given if the employee's vacation period includes one of the holidays mentioned in Article XXIV of this Agreement.
- e. Vacation shall be selected on a seniority basis within the appropriate work group, (i.e. Work Group)
- f. Vacations may be divided into two types:
 1. Full week periods which run from 12:01 AM Sunday through midnight the following Saturday.
 2. Day-at-a-time vacations for employees with two (2) or more weeks shall apply as follows:

Two weeks = one week day-at-a-time
Three weeks or more = two weeks day-at-a-time
- g. Vacation selections shall be as follows:
 1. Full week vacation selections shall be made during the first round in the selection process, within the current calendar year.
 2. Day-at-a-time vacation selections shall be made during the second round in the selection process (within the current year or first quarter of the following year.)
 3. After the above selections have been completed, all other selections during the current calendar year shall be on a first-come first-serve basis, work load permitting.
- h. Each active employee working a minimum of thirty (30) days in 2006 and has completed probation, will be eligible for one (1) day of personal time off in 2007, to acknowledge the successes gained at achieving customer goals in 2006.
- i. Each active employee working a minimum of thirty (30) days in 2007 and each year of this agreement thereafter, and has completed probation will be eligible for two (2) days of personal time off, to be used in each following year respectively, provided the key performance indicators based on client needs and determined by the Joint Advisory Committee are met.
- j. The Personal Days off must be scheduled at least ten (10) days in advance and are subject to approval by the Operations Manager based on workload and seniority. These days must be used

in the calendar year awarded.

Section 25.02 Accrual Formula

In Section 25.01 above, the following accrual formula shall apply:

- a. New employees: Following completion of ninety (90) day probationary period vacation equivalent to the pro rata accrual for the months from date of hire to December 31 will be available to employee.

- Example: In hire date: January 1 - June 30 2 weeks vacation
 July 1 - December 31 $\frac{12 \text{ months month hired}}{12 \text{ month}} \times 10$

- b. Transition or Bridge Service Date: Weeks will be in accordance with appropriate eligible vacation allowance. The employee will not be penalized for any time taken above the pro rata amount of time established.

- Example: Transition Date or Bridged Service Date

$$\frac{12 - \text{month receiving service}}{12} \quad \times \text{eligible vacation days}$$

$$\begin{array}{l} \text{(March 5, 1995)} \\ \text{(Adj. Service)} \\ 20 \text{ yrs.} \end{array} \quad \frac{12 - 2 - 10}{12} \quad \times 20 = 16.66 = 17 \text{ days}$$

- c. Exceptions to (a) and (b) above will be resolved between the Company and the appropriate bargaining unit.

When reasonable, all employees planning to resign from the Company will give the company four (4) weeks prior notice to their departure.

ARTICLE XXVI

DEMOTION/DISMISSAL/SUSPENSION

Section 26.01 **Notice Requirements:**

- a. In the event the Company contemplates the demotion or dismissal for just cause of any employee, the Company shall notify the Business Manager of the Local Union involved and review the facts with the Business Manager prior to the actual demotion or dismissal.
- b. In the event the Company suspends without pay any employee, the Company shall notify the employee's Steward as soon as practicable and review the reasons for the suspension.
- c. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a steward or designated Union representative shall be present.

Section 26.02 **Union-Management Review Board**

- a. After the Company gives notification of a contemplated dismissal for just cause pursuant to section 1 above, the Union may, within five (5) working days request that a Union Management Review Board be convened relative to the contemplated dismissal. Such a request by the Union must be made to the office of the vice president of operations, or his/her designee.
- b. Within five (5) working days after the Union request is made, the Company will notify the Union as to the names of the two (2) management members of the Board, and the Union will notify the Company as to the names of two (2) Union Board members.
- c. The Board will meet within fifteen (15) days from the original notification of contemplated dismissal. The Union will advise the employee whose dismissal is contemplated that he/she has a right to attend this meeting. It is intended by the parties that the employee will attend the meeting except in unusual circumstances. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal to permit the employee (or in the employee's absence, the Union) to present any facts which the employee believes should be brought to management's attention when considering the matter, and for the parties to attempt to resolve the issue. Union Board members who are employees will participate in the Board meeting without loss of pay during scheduled working hours when the employee whose dismissal is contemplated is present.
- d. If after the meeting of the Board, the Company dismisses the employee, any grievance involving the dismissal shall be deemed withdrawn within thirty (30) calendar days after the date of dismissal unless the Union elects to advance the matter to arbitration as provided In Article XXVII (grievances).

ARTICLE XXVII

GRIEVANCES AND ARBITRATION

Section 27.01 **Grievance Procedure**

a. The parties recognize that the grievance and arbitration procedures provide for the exclusive forum for resolution and settlement of employee disputes covered during the term of this agreement. A grievance is a complaint involving the application or interpretation of any provisions of this Agreement or a complaint that an employee or group of employees for whom the Union is the bargaining agent, has, in any manner, been unfairly treated.

Each party recognizes the right of the other to investigate the circumstances surrounding any grievances, accidents, or other incidents involving the Company's business and agrees to cooperate with each other in such investigations.

The failure or refusal of the employer to meet with the Union to adjust a grievance as required by this section, shall automatically settle the grievance in favor of the Union.

Step 1. If any individual employee, group of employees or the Union has a grievance, it shall be presented to the immediate supervisor (outside of the Bargaining unit) by the Union within ten (10) working days after the event which gave rise to such grievance. Any grievance not presented to the immediate supervisor within ten (10) working days shall be deemed waived.

The grievance shall be handled on an informal basis and verbal notice of the grievance and of the decision shall be sufficient.

If the grievance is not resolved in the allotted time, the employee will notify the appropriate Union representatives of the grievance.

The Union representative will then notify the appropriate supervisor within five (5) working days after receipt of the grievance to attempt to resolve the issue. If the grievance is not resolved at this step, the Union may appeal the grievance to Step 2.

Step 2. Within fifteen (15) working days, the Union shall provide notice of appeal to the appropriate manager who shall meet with reasonable promptness to resolve the issue.

Step 3. In the event the grievance is not resolved at step 2 the Union may appeal the grievance in writing within fifteen (15) working days to the Company's Director of Human Resources (or his/her designee). Resolution at this step shall be final and binding.

Any grievance not resolved at steps 1, 2 or 3 may be moved to binding arbitration.

All time limitations set forth in this section may be extended upon mutual written consent of both parties.

b. **Arbitration Procedure.** If the parties fail to resolve the matter within 30 days, the Union may request in writing that the grievance be referred to an impartial arbitrator whose decision (award) shall be final and binding upon the Company and the Union.

In the event that the parties are unable to agree upon an arbitrator, the Company and the Union shall join in a request to the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators who are available to serve in the agreed upon major city. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, four (4) names from the list of five (5) arbitrators shall be eliminated by the Union and the Company alternately striking one (1) name at a time. The remaining name shall be the arbitrator chosen, and his authority shall be limited to making decision on the instant grievance in question

in conformity with the terms of this Agreement.

The parties agree that the arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.

The compensation and expenses of the arbitrator and the general administrative expenses of the arbitration shall be borne equally by the Company and the Union. Each party shall be responsible for payment of time consumed by, and the expenses of its representatives and witnesses.

c. The failure or refusal of the Company to meet with Union representatives to adjust a grievance as required by this section or a failure or refusal to accept as binding, an arbitration decision (award) hereunder, will free the Union and employees from the obligation of the no-strike clause as to the Company, and the Union shall also be free to strike and take any other lawful action against the Company.

Section 27.02 **Expedited Arbitration**

a. In lieu of the procedures specified in section 27.01, paragraph (b), any grievance involving the suspension of any individual employee, except those which involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration by the Union. In all other grievances involving disciplinary action which are specifically subject to arbitration under Section 27.01, Paragraph (b) of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration by the Union, elect to use the Expedited Arbitration Procedure hereinafter provided.

The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable if no such election is made within the specified time period, the arbitration procedure in section 27.01, paragraph (b) shall be followed.

b. As soon as possible after this Agreement becomes final and binding, a panel of ten (10) umpires shall be selected by the Joint Advisory Committee. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his or her termination by a joint letter from the parties.

The umpire shall conclude his or her services by settling any grievance previously heard. A successor umpire shall be selected by the Joint Advisory Committee. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days, the case will be assigned to the umpire who can hear the case on the earliest date.

c. The procedure for expedited arbitration shall be as follows:

1. The parties shall notify the umpire in writing on the day of agreement or date of arbitration demand in a suspension case to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.
2. The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
3. The hearing shall be informal, without formal rules of evidence and without a transcript. However, the umpire shall satisfy himself or herself that the evidence submitted is of a type on which he or she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the

umpire.

4. Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her settlement within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
5. The umpire's settlement shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties.
6. The time limits in section (c) (1) and (4) may be extended by agreement of the parties or at the umpires request; in either case only in emergency situations, such extensions shall not circumvent the purpose of this expedited procedure.
7. In any grievance arbitrated under the provisions of this section, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
8. The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
9. The decision of the umpire will settle the grievance and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
10. The time limit for requesting arbitration under this section shall be the same as set forth in Section 27.01, paragraph (b).

ARTICLE XXVIII

**JOINT ADVISORY COMMITTEE/
PAYMENT FOR UNION/MANAGEMENT ACTIVITIES**

Section 28.01 Joint Advisory Committee

A Joint Advisory Committee will be created consisting of three Union representatives from the CWA, and three Management Representatives from the Company.

The District 4 International Representative will appoint the CWA representatives and the vice president of operations or his/her designee will appoint the Company representatives.

It shall be the function of the Joint Advisory Committee to study and make recommendations to the parties hereto with respect to such matters as may be presented to the Joint Advisory Committee relating to this Agreement or to any of the company's plans or practices affecting the educational, health, welfare and social status of the employees. In addition, as may be required, matters regarding technological change in the business of the Company, will be reviewed by the Joint Advisory Committee as provided.

Meetings of the Joint Advisory Committee on such matters may be called on a monthly basis.

Section 28.02 Payment for Joint Union/Management Activities

Union representatives who are involved in joint Union-Management business will be compensated for their reasonable time and expenses while participating in such activities by the Company. This includes Company wages and any associated travel time.

In addition, such Union representatives will be reimbursed for reasonable travel and board and lodging expenses which are directly related to their participation in these activities.

ARTICLE XXIX

UNION PAID TIME

Section 29.01 **Union Stewards**

- a. Consistent with paragraph (d) below, the Company will recognize stewards in accordance with Union rules and regulations as the Union representatives of the employees in the respective groups for which they are chosen. The Union will notify the Company as to the identity of the Stewards.
- b. The Company understands that the choice of and displacing of stewards is a function of the Union. The Union will notify the Company of any changes in stewards' status.
- c. The Company shall not discriminate against a steward or discipline a steward on account of actions taken by him in the performance of his Union duties.
- d. The steward shall be a regular full-time working employee of the Company and a member of the Bargaining unit.
- e. The Company agrees to grant Stewards or properly designated representatives of the Union, the necessary time off without pay to transact business of the Union, provided work schedules permit. The Union agrees that it will give the Company reasonable advance notice of such absences.

Section 29.02 **Union Paid Time/Grievances**

The Company agrees to permit representatives of the Union to meet and confer with management representatives in grievance meetings without loss of pay during regularly scheduled working hours. Additionally, there shall be no loss in pay for reasonable time spent traveling to and from grievance meetings.

Except as provided in section 29.01, (Union stewards), an authorized Union representative may take time off for Union activity during his or her scheduled working hours if excused in advance by non-bargaining unit Company management with at least 10 working days prior advance notice. Not more than six (6) employees shall be on leave of absence under the provisions of this Article at any one time. An unpaid leave of absence granted under this Article shall automatically terminate if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union, or if the employee ceases to function as an authorized Union representative.

A Union representative upon return from an excused absence or leave of absence shall be reinstated in the same job or in a job generally similar to that in which the employee was engaged last prior to the absence, subject however, to the provisions of this Agreement relating to layoffs. The employee shall be placed on the payroll at the rate then in effect for this assignment and for the period of service which was credited for wage purposes at the start of the leave of absence. However, a drug test may be required. No physical or other examination shall be required as a requisite of reinstatement. Where the Company finds that an obvious physical or mental condition exists, it reserves the right to have such person examined to determine job placement or fitness for work

ARTICLE XXX

NO STRIKE/NO LOCKOUT

Section 30.01

- a. It is hereby agreed by the Union and the Company that the Union will not resort to strikes (which include stoppages or slowdowns of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor support or condone any strike, sympathy strike, slow-down, sit-in, picketing, concerted work stoppage or any intentional interruption of work during the life of this Agreement.
- b. This Article is not intended to prohibit employees from honoring a primary picket line established at their work location and authorized by another Union representing the Company employees, provided that the establishment or maintenance of said picket line is not a violation of any law, or of any contract to which said other Union is a party.

ARTICLE XXXI

WRAP-UP CLAUSE

The parties expressly declare and agree that they have bargained between them on all phases of hours, wages, rates of pay and other conditions of employment and that this agreement is the entire contract between the parties and represents their full and complete agreement without reservations or unexpressed understanding. During the term of this agreement no grievance will be considered valid for any cause not mentioned and set out in the Agreement, and that in the event of arbitration, no matter not considered in this agreement will become the subject of arbitration.

ARTICLE XXXII

COMMITTEE ON POLITICAL EDUCATION (C.O.P.E.)

- A. The Company and the Union shall provide for a program and procedure (subject to payroll system capability) whereby eligible employees of the Company may make voluntary contributions through payroll deduction to the Committee on Political Education ("COPE"), a separately segregated political action committee sponsored by the Union.
- B. Eligibility to participate in contributions to COPE through the payroll deduction program is restricted to those employees of the Company who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable state laws.

Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union. The Union shall be responsible for notifying the Company promptly when any such employee is no longer eligible to participate.

- C. Representatives of the Union may solicit participation of employees who are Union members on Company premises, but such solicitation shall not occur during working hours nor in work areas. Any such solicitation shall be limited to small groups of employees and of short duration so as not to disrupt the workplace.
- D. Employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. The Company will provide the Union with a detailed layout of the authorization card suitable for reproduction. When completed by the employee, the authorization card will be forwarded by the Union to the payroll office appropriate for that employee. The Union will be responsible for satisfying its own requirements for records retention.
- E. Employee deductions shall be in the minimum amount of fifty cents (\$.50), or ten cent (\$.10) increments thereof, per month. Deductions from employees pay shall be made each pay period.
- F. The Company shall remit to the Treasurer of COPE, within the third calendar week following the initial deductions, and monthly thereafter the full amount of authorized deductions, and monthly thereafter the full amount of authorized deductions for the preceding month. In addition, the Company shall transmit to the Treasurer of COPE monthly a list of contributors through payroll deduction showing the contributor's name and amount contributed.
- G. Any employee's payroll deduction shall cease upon the occurrence of any of the following:
 - 1. Termination of a participating employee's employment with the Company.
 - 2. Retirement of a participating employee.
 - 3. Transfer of a participating employee out of the bargaining unit.
 - 4. Receipt in the payroll office of written notice to cancel contributions to COPE signed by the employee.
 - 5. Leave of absence of a participating employee.
- H. Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits, or while temporarily promoted to management.
- I. Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.
- J. This Article is subjected to applicable laws and regulations and shall not be placed in effect where prohibited by any such law or regulation.

- K. The Parties agree that the Company assumes no responsibility other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to COPE. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered.
- L. As provided for in the regulations of the Federal Elections commission, the costs for the administration of the payroll deduction system for COPE are the responsibility of the Union and will be handled as mutually agreed by the Company and the Union.
- M. Any change in the aforementioned program shall be bargained for by both the Company and the Union.

ARTICLE XXXIII

SUCCESSORSHIP

- A. If Johnson Controls , Inc. sells and/or merges with any other entity, our contract and all our Local agreements will continue to be enforced.
- B. If any additional work, from AT&T, as defined by the National Labor Relations Board (NLRB) as craft work, is awarded to Johnson Controls, Inc. within the bargaining unit jurisdiction, those employees will be recognized in the appropriate Union covered by this agreement.

EXHIBIT A

WAGES

SENIOR / LEAD ENGINEER / BUILDING AUTOMATION SPECIALIST

Maximum Wage Rate...	\$32.22
Effective <i>February 7, 2008</i> - 3% wage increase =	33.19
Effective <i>February 7, 2009</i> – 3.25% wage increase =	34.27
Effective <i>February 7, 2010</i> – 3.25% wage increase =	35.38
Effective <i>February 7, 2011</i> – 3.50% wage increase =	36.62

Six Month Progression from Facility Engineer

	2/7/2007	2/7/2008	2/7/2009	2/7/2010	2/7/2011
Initial - \$.50 increase	31.72	32.69	33.77	34.88	36.12
Six (6) months of service remainder of increase	32.22	33.19	34.27	35.38	36.62

Note: Progression applies to employees promoted from Facility Engineer.

FACILITY ENGINEER

Maximum Wage Rate...	\$30.73
Effective <i>February 7, 2008</i> - 3% wage increase =	31.65
Effective <i>February 7, 2009</i> – 3.25% wage increase =	32.68
Effective <i>February 7, 2010</i> – 3.25% wage increase =	33.74
Effective <i>February 7, 2011</i> – 3.50% wage increase =	34.92

Three Year Progression

		2/7/2007	2/7/2008	2/7/2009	2/7/2010	2/7/2011
Start	72%	22.12	22.78	23.52	24.28	25.13
6 Months of Service	76%	23.35	24.05	24.83	25.64	26.54
12 " " "	80%	24.57	25.31	26.13	26.98	27.92
18 " " "	85%	26.12	26.90	27.77	28.67	29.67
24 " " "	89%	27.35	28.17	29.09	30.04	31.09
30 " " "	95%	29.19	30.07	31.05	32.06	33.18
36 " " "	Job Rate	30.73	31.65	32.68	33.74	34.92

Note: Progression applies to new employees and employees promoted from Facility Mechanic/Facility Mechanic Trainee.

FACILITY MECHANIC/FACILITY MECHANIC TRAINEE

Maximum Wage Rate	\$22.00
Effective <i>February 7, 2008</i> - 3% wage increase	22.66
Effective February 7, 2009 – 3.25% wage increase	23.40
Effective February 7, 2010 – 3.25 % wage increase	24.16
Effective February 7, 2011 – 3.50% wage increase	25.01

Three Year Progression

		2/7/2007	2/7/2008	2/7/2009	2/7/2010	2/7/2011
Start	55%	12.10	12.46	12.87	13.28	13.75
6 Months of Service	59%	12.98	13.37	13.81	14.26	14.76
12 " " "	64%	14.08	14.50	14.97	15.46	16.00
18 " " "	74%	16.28	16.77	17.32	17.88	18.51
24 " " "	86%	18.92	19.49	20.12	20.77	21.50
30 " " "	93%	20.46	21.07	21.76	22.47	23.26
36 " " "	Job Rate	22.00	22.66	23.39	24.15	24.99

CUSTODIAL GROUP LEADER

Maximum Wage Rate..	\$18.95
Effective February 7, 2008 - 3% wage increase =	19.52
Effective February 7, 2009 – 3.25% wage increase =	20.15
Effective February 7, 2010 – 3.25% wage increase =	20.81
Effective February 7, 2011 – 3.50% wage increase =	21.54

BUILDING CUSTODIAN

Maximum Wage Rate	12.71
Effective February 7, 2008 - 3% wage increase =	13.09
Effective February 7, 2009 – 3.25% wage increase =	13.52
Effective February 7, 2010 – 3.25% wage increase =	13.96
Effective February 7, 2011 – 3.50% wage increase =	14.45

TENANT SERVICE COORDINATOR

Maximum Wage Rate	\$21.68
Effective February 7, 2008 - 3% wage increase =	22.33
Effective February 7, 2009 – 3.25% wage increase =	23.06
Effective February 7, 2010 – 3.25% wage increase =	23.81
Effective February 7, 2011 – 3.50% wage increase =	24.64

Employment, Training Period and Probationary Period

- A. The number of Facility Mechanic Trainees who may be employed shall be determined by agreement between the Union and the Company. The Company shall give advanced written notice to the Union of its intent to engage Facility Mechanic Trainees.
- B. The Company will obtain the Union's consent to each individual hired as a new Facility Mechanic Trainee and the Union agrees that its consent will not be unreasonably held. In the event of a lay-off or cut-back in the number of employees in the bargaining unit, Facility Mechanic Trainee(s) will be released first, after release of temporary employees.
- C. The Engineer progression program is designed to train employees so that they qualify to become Engineers. Ordinarily, three (3) years training is required for qualification, but, in particular cases where the earlier full qualification of a facility engineer in progression is agreed to by the Union and the Company, a shorter training period may be deemed sufficient. Upon written request, the Company shall provide the Union with written verification of the progress and completion of such schooling.
- D. Each Facility Mechanic Trainee shall be a probationary employee for the first three (3) months of his employment as a Facility Mechanic Trainee. During the probationary period, he may be discharged, laid off, or otherwise terminated without resort to the grievance procedure applicable to Facility Mechanic Trainees upon completion of the three (3) month probationary period. The Company will review the status of all probationary employees with the Union before taking any action.

EXHIBIT B

BENEFIT PLAN

Effective February 7, 2007, the benefit plan will provide medical, dental and vision coverage only as identified in the current Johnson Controls Summary Plan Description for Health and Welfare Benefits for the Account Level Benefits Program. The premium for bargained members for medical and dental coverage is \$35.00 per month for employee only coverage and \$55.00 per month for family coverage.

Effective January 1, 2008, the benefit plan will include a Flexible Spending Account (FSA). There are two types of Flexible Spending Accounts: Employee Health Care and Child/Elder Care. Contributions to these accounts will be determined by the employee and paid by the employee.

Effective January 1, 2009 the benefit plan premiums for medical and dental will increase \$10.00 per month for employee only coverage, \$15.00 per month for employee plus one dependent coverage and \$20 per month for employee plus more than one dependent (family) coverage. There will be an increase of the same amount thereafter on January 1 each year of this contract.

Employees will be subject to the same plan design and coverage changes that prevail for All Johnson Controls employees covered by the plan.

Short and long-term disability plan design and funding will remain unchanged during the term of this agreement.

Appeal Rights - Employees will follow the claim review and appeal process outlined in the Summary Plan Description. Nothing herein shall be construed to subject the Plan or its administration to the arbitration procedure, but such matters may be subject to the grievance procedures.

The Letter of Agreement, Benefit Escalation Process is null and void.

(c) **401(k) Plan** - The Company agrees that any increases or improvements in the 401(k) plan will be passed on to the bargained for employees.

EXHIBIT C

EMPLOYEE INVOLVEMENT PROGRAM

Recognizing the desirability to improve the work life of employees and enhance the effectiveness of the organization, the Company and the Union pledge their commitment to support the goal of employee involvement in the operations of the business. They agree that organizational and technological innovations are necessary and desirable, that every individual has the ability to contribute to the objectives of the organization and that work should satisfy personal needs for self respect and fulfillment as well as the service and financial objectives of the Company. The Company and the Union also agree that activities initiated and sponsored jointly by them are beneficial to all employees. Accordingly, they agree to establish and support an employee involvement program.

The Program's goal will be to make jobs individually satisfying and to maximize organizational performance and quality service to our customers. It will endorse and encourage greater participation in the decisions which set the conditions of the environment.

The Company and the Union will establish workplace committees who will meet as needed to work on various workplace issues.

To show mutual cooperation and support of the employee involvement programs the Company and the Union agree that:

All employees can contribute to the objectives of the organization. All employees are trusted, responsible adults and valued assets, capable of serving the Company and customers effectively when given clear standards and goals, as well as appropriate training, tools and resources to do the job.

Organizational and technological innovations which help meet customer demands are necessary and desirable.

Customer satisfaction requires putting the needs of customers first when considering changes, making decisions, and identifying and solving business problems.

Exceeding customer expectations and winning their loyalty requires a work philosophy which emphasizes four phases of behavior: planning what you do, doing it, checking what you did; and acting to prevent errors or to improve the process.

The Company and the Union agree to establish a joint Employee Involvement Oversight Committee to provide direction and assistance to employees and to act as a resource for employee teams.

The Company and the Union also agree that employee teams will not discuss contractual or safety issues.

LETTER OF AGREEMENT

UNION REPRESENTATION

This will confirm our prior understanding, in which it was agreed with respect to employees in the bargaining units Covered by Exhibit A (WAGES), recognized as being represented by the Union, that the supervisors of newly-hired employees assigned to a represented bargaining unit will provide the appropriate Local Union the opportunity to meet with those employees for the purpose of furnishing them with information about the Union. This agreement will continue in effect for the duration of the current Collective Bargaining Agreement.

LETTER OF AGREEMENT

JURISDICTIONS

Where the Company establishes work groups that overlap more than one Union jurisdiction, the Company and the Unions agree to the following:

- a. Unless otherwise mutually agreed to employees will be assigned properties within their own Union and local jurisdiction
- b. Lead Engineers will be assigned within their own Union jurisdiction.

LETTER OF UNDERSTANDING

DRIVER'S FLEET POLICY

Employees will follow the policies and procedures outlined in the current Johnson Controls Group Driver's Fleet Policies and Procedures Manual, subject to the attached letter of understanding. In all cases company vehicles is defined as vehicles furnished either by Johnson Controls or AT&T.

Confirming our earlier discussion on the matter, Johnson Controls will continue to work through the Joint Advisory Committee to implement and administer the above policy. It is not our intent to use this policy as a tool to discipline or terminate employees covered under the bargaining agreement. Any job actions contemplated in this regard will be discussed with the union in advance and attempts made to review other alternatives.

Company vehicles may be equipped with a Global Positioning System (GPS) devices. Although this is a tool primarily for safety, it will be used for surveillance purposes. Upon ratification of this Agreement, no discipline will be taken against any bargaining unit member for any GPS-tracked infractions for a period of six months. After that dial-in period, no GPS data will be used as the sole source of discipline against any bargaining unit member, it will only be used to confirm or deny other corroborating evidence.

If any discipline is ultimately taken, it will be subject to review beginning at Step 3 of the Grievance Procedures.

**MEMORANDUM OF AGREEMENT
FOUR DAY TOUR**

The Union and Company recognize that in certain work groups it may be beneficial to the employees and in the best interest of the business to establish a four-day schedule as a normal tour. Accordingly, in a work group where local management and the local union agree, the number of hours which presently constitute a normal five day tour will be scheduled in equal amounts over four days.

The work groups selected for such four-day tours will be solely at the discretion of the Company. The local management and the local union will discuss the process by which the number of employees who volunteer will be assigned their shifts and tours. It is further agreed that if the needs of the business require the Company to discontinue the four-day tour, the Company will notify the Union in advance.

Four-day tours will be scheduled in advance as full tours. No daily overtime payments shall be made for any of the scheduled hours worked which constitute the normal four-day tour.

Subject to the above, and before implementing a four-day schedule in any work group, the local management and the local union will establish the parameters and implementation procedures for such four-day tours. Unless otherwise agreed, the following will apply:

1. Weeks in which holidays fall will revert to a normal five-day tour.
2. Employees scheduled for a week of vacation will have their tours revert to the normal five-day tour.
3. Employees pre-scheduled for Excused Work Days, Day-At-A-Time Vacation, Floating Holiday(s), or jury duty will revert their tours to the normal five-day tour. Non-scheduled Floating Holidays, Excused Work Day, Illness Time, or Day-At-A-Time Vacation within a week in which the employee's tour is four ten hour days will be treated at ten hour days. Employees may take no more than four ten hour unscheduled day (i.e. forty hours) on a day-at-a time basis per calendar year. These unscheduled days include Floating Holidays, Excused Work Days, Vacation Days, or Illness Time.

If an employee is held over at the end of their shift, or is called in for an emergency, and they work twelve (13) or more consecutive hours, they shall receive a \$15.00 meal allowance reimbursement.

ARTICLE XII (h) shall not apply to the four-day tour.

This Memorandum of Agreement will remain in effect through the term of 2007 Collective Bargaining Agreement between the Parties.

AGREED:

FOR THE UNION

FOR THE COMPANY

**MEMORANDUM OF AGREEMENT
HOME GARAGING (Article XVII)**

We have reached the following agreement for Home Garaging:

1. During the term of this Agreement, the Company shall not discontinue home garaging for employees who participate in the on-call program or regularly accept call outs.
2. If any employee moves from a mobile route to a large facility which does not practice home garaging, that employee may be required to no longer have home garaging.
3. Any employee who is home garaged and moves their personal residence and becomes more than thirty-five (35) miles from their report location the company may then exercise their rights under Section 17.01 (d).
4. This memorandum does not affect the provisions of Section 17.01 (e), Grandfathered employees; nor does it alter, change or modify any other articles of the current working agreement.
5. This agreement is retroactive back to May 31, 2001 and shall cover all employees home garaged as of that date.
6. It is further agreed that the union does not waive its members right under Article XVII to discontinue home garaging.