

**ARTICLE 9
VOLUNTARY INVESTMENT PLAN**

Section 9.1 Continuation of Plan.

Subject to the approval of the Commissioner of Internal Revenue and of other cognizant governmental authorities, as more particularly hereinafter specified, a Voluntary Investment Plan (hereinafter called the Plan) in the form now in effect as to the employees within the units to which this Agreement relates shall continue to be effective while this Agreement is in effect as to such employees in accordance with and subject to the terms, conditions, and limitations of the Plan.

Section 9.2 Approval of Plan.

Approval of the Plan by the Commissioner of Internal Revenue as referred to in Section 9.1 means a continuing approval sufficient to establish that the Plan and related trust or trusts are at all times qualified and exempt from income tax under Section 401(a), Section 401(k) and other applicable provisions of the Internal Revenue Code of 1986 and that contributions made by the Company under the Plan are deductible for income tax purposes in accordance with law. The cognizant governmental authorities referred to in Section 9.1 include, without limitation, the Department of Labor and the Securities and Exchange Commission, and their approval means their confirmation with respect to any matter within their regulatory authority that the Plan does not conflict with applicable law.

Section 9.3 Continuation Beyond Agreement.

The Company shall not be precluded from continuing the Plan in effect as to employees within the units to which this Agreement relates, after expiration or termination of this Agreement, subject to the terms, conditions, and limitations of the Plan.

Section 9.4 Plan Updates.

The parties agree the innovations in technology and administrative practices can give savings plan participants better access to information about their benefits, increased investment options, timely on-line transactions capability and enhanced administrative features. Accordingly, when the Company identifies administrative services that in its estimation reflect industry best practices, the Employee Benefit Plans Committee has discretion to adopt these changes to the Savings Plan. The Company will notify the Union in advance of implementation of any changes adopted by the Employee Benefit Plans Committee.

Section 9.5 Company Matching Contributions and Employee Elective Contributions.

The Company matching contribution shall be equal to 50 percent of the first eight percent of the employee's contribution. Employees may elect to defer from one to 2025 percent of their base pay to the Plan on a pretax basis, an after tax basis, or a combination of both, not to exceed 2025 percent of base pay.

Section 9.6 Changes to the Current Plan.

Subject to action by the Company's Board of Directors (or its delegate, the Employee Benefit Plans Committee) and to the approvals specified in Section 9.2, all provisions of the Plan are to remain unchanged, with the exception of the following amendments, effective January 1, 200~~3~~⁹:

9.6(a) Employees may contribute up to 25 percent on a pre-tax basis, an after tax basis, or a combination of both, in one (1) percent increments.

Section 9.7 Required Plan Amendments.

The Company, through the Board of Directors (or its delegate, the Employee Benefit Plans Committee) reserves the right to amend the Plan to satisfy all requirements of laws applicable to the Savings Plan, including but not limited to Section 401(a), Section 401(k) or any other applicable provision of the Internal Revenue Code of 1986, as amended, or to satisfy fiduciary duties under the Employee Retirement Income Security Act of 1974, as determined by the Company, or to satisfy federal and state securities laws.

Section 9.8 Participant Elective Contributions Not Applicable for Other Purposes.

It is acknowledged that the election of a member to convert a portion of his or her base pay under the terms of the Plan will be effective for purposes of this Plan and will reduce the member's compensation insofar as certain payroll taxes may be applicable. However, for all other employment related purposes, including all of the member's rights and privileges under this labor agreement, his or her base pay or compensation will be considered as though no election had been made.