

**LETTER OF UNDERSTANDING XX**

**SUBJECT: LUMP SUM PAYMENT**

The Company agrees to pay a lump sum payment to employees who on September 3, 2008 were covered by this Agreement and on (a) the active payroll on September 3, 2008 (including a leave of absence of ninety (90) days or less) or (b) approved military leave of absence on September 3, 2008 pursuant to Section 6.6(b), even if such military leave of absence is longer than ninety (90) days. The lump sum payment will be the greater of (a) six (6) percent of their bargaining unit gross earnings during the period August 31, 2007, through September 4, 2008, less applicable withholding, or (b) \$2500, less applicable withholding. The lump sum payment will be paid within sixty (60) days of ratification of the Agreement. Bargaining unit gross earnings are defined as that portion of an eligible employee's total earnings while in the bargaining unit which is computed at the employee's base rate plus cost of living adjustment rate, military pay differential, shift differential rate, team leader premium and non-regular workweek premium rate, as applicable, on regular and overtime hours worked, overtime bonus hours, third shift bonus hours, sick leave hours, vacation hours, holiday hours, report time hours and leave with pay hours. All other payments to an employee, imputed or otherwise, including this payment, are excluded from bargaining unit gross earnings for purposes of computing the lump sum payment.

Dated: September 4, 2008