

AGREEMENT

BETWEEN

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, LOCAL 153, AFL-CIO**

AND

**UTILITY WORKERS OF AMERICA, LOCAL 1-2
AFL-CIO**

JANUARY 1, 2021 - DECEMBER 31, 2024

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AGREEMENT entered this 30th day of March, 2021 between **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO**, herein referred to as the "**UNION**" and the **UTILITY WORKERS OF AMERICA, LOCAL 1-2, AFL-CIO**, herein referred to as the "**EMPLOYER**".

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of certain disputes, which may arise between them, so as to secure uninterrupted operation of the office involved,

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE I - RECOGNITION

1. Exclusive Bargaining Representative: The Employer continues to recognize the Union as the exclusive representative of all of the employees covered by this Contract, for the purposes of collective bargaining and handling of all matters within the scope of this Contract, for the time this Contract is in force.

2. Employees Covered: This contract shall cover and apply to all regular non-supervisory office, clerical and administrative employees that are on the weekly payroll, with exceptions only as may be determined as hereinafter provided. The parties agree that the employment and the work of employees covered by this Contract shall be upon the terms and conditions which are set out in this Contract or duly determined hereunder.

ARTICLE II - HIRING

The Employer agrees to pay the full fee of employees hired from commercial or private employment agencies.



ARTICLE III - NON-DISCRIMINATION

1. The Employer agrees to not discriminate against any employee or applicant for employment because of his/her membership in or activity on behalf of the Union.
2. Further, the Employer and the Union agree to not discriminate against any employee or applicant for employment because of race; color; religion; national origin; age; sex; sexual preference; marital status; or non-occupational disability.

ARTICLE IV- UNION SECURITY

The Employer agrees that all employees, as a condition of employment; shall become and remain members of the Union in good standing within thirty (30) days from their respective dates of hire or within thirty (30) days from execution date of this Agreement, whichever is later. However, all new employees shall be on a probationary period in accordance with Article X.

ARTICLE V - CHECKOFF OF DUES AND V.O.T.E. CONTRIBUTIONS

1. Employer agrees to deduct Union dues and initiation fees from the wages of each employee on a weekly basis and remit such dues and initiation fees to the Union promptly after the last deduction each month, summarized monthly.
2. Dues will become due and payable in the first payroll period effective with the first week following thirty (30) days of employment. Initiation fees become due and payable according to the fee payment schedule approved by the Union's Secretary-Treasurer.
3. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck of any eligible employee member.
4. Any change in the rate of dues and/or initiation fees will be put into effect in the deductions made by the Employer in the first week of the month following receipt by the Employer of at least thirty (30) days written notice of the change from the Union.
5. The Union agrees to file an initiation fee and dues deduction assignment form with the Employer, prior to such deductions.
6. The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEN "Voice of the Electorate", (VOTE) fund. Such voluntary contributions shall be forwarded to the Secretary Treasurer of -OPEN, Local 153, AFL-CIO, monthly, by check, payable to "Voice of the

Electorate" along with a listing of persons who donate such monies.

ARTICLE VI - HOURS OF WORK

1. (a) For the duration of this Contract, the working day of full-time employees shall be seven (7) hours, and the workweek shall be thirty-five (35) hours, Monday through Friday, except as may otherwise be determined hereunder. The daily hours of work shall be continuous except for unpaid lunch periods of one (1) hour as may be scheduled by the Employer.
(b) For the duration of this Contract, the working day of part-time employees shall be between twenty (20) and twenty-five (25) hours per week, Monday through Friday, except as may otherwise be determined hereunder. The daily hours of work shall be continuous except for unpaid lunch periods of thirty (30) minutes as may be scheduled by the Employer. Part-time employees shall receive the same healthcare benefits as full-time employees but otherwise shall receive pro-rated benefits, including but not limited to vacation, sick, personal days and seniority. Incumbent employees (as of the date of the execution of this Agreement), if placed on part-time status, shall continue to receive the same retirement benefits as they received as full-time employees. However, part-time employees hired after the ratification of this 2021 Contract shall only receive the 401 K Plan as set forth herein.

2. The employee's regular workday shall be at any hour of the calendar day designated by the Employer, in accordance with the requirements of the work, but generally shall be the same, where working conditions and needs permit, for each workday of the regular scheduled workweek. Employees shall understand the importance of reporting and leaving on time, along with break times.

3. The two (2) days off duty shall be consecutive, except where otherwise arranged by mutual consent of Employer and employee.

4. Employees required to work overtime period which is in excess of seven (7) hour day on any work day, and for all work in excess of thirty-five (35) hours, shall be paid time and one-half. Work on Saturday and Sunday shall also be at the rate of time and one-half. Nor more than one (1) form of overtime or other premium time will be paid regardless of when the overtime or other premium time is worked.

5. An employee who is called in for work will be granted two (2) hours call in pay, if called within less than eight (8) hours, in addition, the employee will be granted not less than four (4) hours at the appropriate rate.



6. Each employee shall receive two (2) rest periods of fifteen (15) minutes in each seven (7) hour workday.

ARTICLE VII - HOLIDAYS

1 All-employees shall receive the following holidays, with pay, so long as they are legal holidays in the State of New York, and if their observance has not been suspended by National or State Department:

**New Year's Day (January 1)
Martin Luther King, Jr Day
Washington's Birthday
Memorial Day
Independence Day
Christmas Day (December 25)**

**Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving**

2 Employees who are required to work on a contractual holiday shall be paid double time and one-half. If a holiday falls on an employee's scheduled day off, an additional day shall be scheduled. If a holiday falls on a Sunday, then the following Monday shall for all purposes be deemed to be a holiday. If a holiday falls on a Saturday, then the preceding Friday shall for all purposes be deemed a holiday. When two (2) holidays fall consecutively on Sunday and Monday, they shall be observed on Monday and Tuesday.

ARTICLE VIII-VACATIONS

1 All employees shall be entitled to receive paid vacation in accordance with the following schedule:

Years of Service
1st six months
1st & 2nd Year
3rd Year
4th year

Vacations per Year
one week
two weeks
two weeks & 1 day
two weeks & 2 days

5th thru 11th year

12th year

13th year

14th year

15th thru 21st year

22nd year

23rd year

24th year

25th year

30th year

three weeks & 1 day

three weeks & 2 days

three weeks & 3 days

three weeks & 4 days

four weeks & 1 day

four weeks & 2 days

four weeks & 3 days

four weeks & 4 days

five weeks

six weeks

2. Vacation with pay in each year during the term of this contract shall be granted regular employees in the employ of the Employer as of December 31st of the previous year. If hired after August 31st of the previous year, vacation will be one (1) week; upon satisfaction of service requirement; if hired on or before August 31st, vacation shall be two (2) weeks upon satisfaction of service requirement.

3. Vacations may not overlap among employees even in part, without prior approval of Employer.

4. A vacation week shall not exceed thirty-five (35) hours and a vacation day shall not exceed seven (7) hours.

5. Vacation pay for employees shall be at the straight time hourly rate for the work week before the employee's vacation commences.

6. If one or more holidays fall during the vacation of an employee, the vacation may be extended by one or more additional days. The employee may be required to take such additional day of days off at some other date because of office work requirements determined by the Employer.

7. Vacation periods are not cumulative from year to year. However, all employees shall be allowed to carry over one (1) week of vacation per year, provided that the carried over week shall be used only in the carryover year. If that carried over week is not so used, it will be forfeited. There will be no pay-out of unused vacation days or weeks,

8. In the event of termination for any reason all accumulated vacation shall be paid to the employee or his/her designated beneficiary in the event of death, in full.

9. Employees will be required to give one (1) days advance notice in writing for requested vacation day(s). If an employee calls in for a vacation day (non-schedule) employee could be required to give documentation in support of a granted vacation day.

ARTICLE IX- LEAVES OF ABSENCE AND TIME OFF

1. Personal Leave: The Employer shall grant one (1) personal leave day with pay to each employee during the year of service.

2. Sick Allowance: Each regular employee shall have a single Sick Allowance applicable to both occupational and non-occupational illnesses and injuries, computed as follows: Regular employees absent from work on account of non-occupational illness or injury and/or

occupational-illness or injury may receive in any calendar year a Sick Allowance which may consist of not more than one week's straight time pay for each year of continuous service, with a minimum of five (5) weeks, up to a maximum of (13) weeks sick allowance, followed by an allowance of 80% of straight time pay for up to an additional three (3) months. In computing such sick allowance, all absence on account of any illness or injury during the fifty-two (52) weeks immediately preceding the first day of absence for the current illness or injury will be deducted from the total sick allowance for which any employee may be eligible.

When an employee is absent from work on account of occupational illness or injury, any Sick Allowance payable under this paragraph shall be reduced by the amount of any Workers Compensation payments for such illness or injury.

If a distinction is permitted by law, then employees with non-occupational illnesses or injuries will be terminated when their Sick Allowance expires.

The employer shall provide all health and welfare and pension benefits during sick leave periods.

3. Certification of Illness or Injury: An acceptable report from the employee's personal physician is required for the payment of Sick Allowance for illness or injury causing absences in excess of two (2) consecutive days.

4. Maternity Leave: Employees who are unable to work due to pregnancy shall be paid their regular salaries for a period of twelve (12) weeks commencing from the date that the employee is no longer able to work. The employer shall provide all health and welfare and pension benefits during a maternity leave of absence. Seniority shall accumulate during maternity leaves of absence. Note: Should it be necessary as a matter of law; Maternity Leave shall be granted on the same terms as sick leave.

5. Unpaid Leave: Regular employees who can be spared from their work may be granted leaves of absence at the unreviewable discretion of the Employer, without pay, for a period of not more than three (3) months. Each employee must submit in writing to his/her personal supervisor reason for leave, and any additional time over three (3) month period must be submitted in writing two (2) weeks prior to the three (3) months ending.

6. Employees shall be granted three (3) consecutive days with pay following the death of a member of the immediate family. "Family" shall be interpreted as meaning parent, guardian, wife, husband, brother, sister, child of employee, grandparent, grandchild, mother-in-law, father-in-law or any other relative living with employee. If employee is requested to be out of State, one (1) additional day may be granted

7. Jury Duty: Regular employees who serve on jury duty shall be paid the difference between their straight-time hourly rate of pay for the hours they would have otherwise worked (not to exceed thirty-five (35) hours in anyone week) and the amounts received, if any, for jury service, excluding payments for travel, lodging and meals, if any. Such employees shall promptly furnish the Employer with the notice to serve, evidence of attendance and all jury duty payments, if received. If excused by the court within a reasonable time after reporting, they shall return to work.

8. Employees shall be granted one (1) day for moving, for the duration of this Contract.

9. Employees shall be granted an annual "Wellness Day", with the understanding it must be scheduled in advance and the employee must provide evidence of visit to a doctor for a physical, all other appointments to a doctor shall be on the employee's time and not paid by employer.

ARTICLE X- SENIORITY

New employees shall be given a probationary period of ninety (90) days of employment with the Employer, subject to extension as described herein. During the probationary period neither the employee nor the Union may arbitrate any grievance concerning termination of the employee. Prior to the conclusion of such ninety (90) days of employment the Employer may request in writing to the Union that it seeks to extend the probationary period for another ninety (90) days. After the completion of the probationary period, seniority shall be effective as of original date of employment for the purposes specified in this agreement.

ARTICLE XI-WORK ASSIGNMENT AND LAYOFFS

1 Titles shall be assigned on the basis of the principal work responsibility of an employee, which is hereby defined as the highest-paying classification of work, which the employee performs on a regular, current and predominant basis. The Employer may assign work to employees regardless of title or seniority, provided that the Employer has reasonable cause to believe that the employee has the skills to perform the work or can readily acquire them. Work of an equal or lower title (in terms of pay scale) shall be compensated at the higher level of pay only if performed on a regular, recurrent and substantial basis. The Employer and the Union jointly agree to provide applicable training during regular working hours to enable the employees to maintain the skills necessary to perform their daily work assignments.

2. It is agreed that the Employer has the right either to discharge or layoff any employee for sufficient-and reasonable cause. The Employer agrees to advise the Union of any discharge or layoff and the reason for such discharge or layoff prior to such action.

3 Employees who are laid off shall receive two (2) weeks' notice and the following severance pay:

1 year of service but less than 5 years - 2 weeks' pay
5 years of service but less than 15 years -- 7 weeks of pay
15 years of service or more – 8 weeks of pay.

ARTICLE XII - JOB POSTINGS

Notice of all job vacancies or new classifications shall be posted on the Union bulletin for a period of ten (10) working days prior to filling the position. The notice shall include the job title and a brief description of job duties including qualifications and necessary skills. A current employee applying within those then (10) days shall receive preferential consideration.

ARTICLE XIII - WAGES

1 Effective and retroactive to March 14, 2021, all current employees shall be granted a weekly wage rate increase of two percent (2%). Additional wage increases of two percent (2%) shall go into effect on each successive January 1 this Contract is in effect.

2. The weekly wage rates and classifications set forth in Exhibit "A" shall become and remain a part of this Agreement. It is agreed that all new employees shall be hired at the beginning rate for the classification which is set forth in Exhibit "A".

3. In the event a new job classification is established or an existing job classification is substantially changed, the Employer and the Union shall meet and negotiate an appropriate wage rate. If the parties fail to agree, the matter may be directed to arbitration in accordance with Article XV of this Agreement.

4. The weekly wage rates and classification set forth in Exhibit "A" shall become and remain a part of this Agreement. It is agreed that all new employees shall be hired at the beginning rate for the classification which is set forth in Exhibit "A".

5. In the event a new job classification is established or an existing job classification is substantially changed, the Employer and the Union shall meet and negotiate and negotiate an appropriate wage rate. If the parties fail to agree, the matter may be directly to arbitration in accordance with Article XV of this Agreement

6.

EXHIBIT "A"

minimum hiring rates for the following classifications:

<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
Switchboard Operator I Clerk Typist	\$ 17.08
Clerk	17.04
Clerk-Typist	18.02
Secretary	19.62
Bookkeeper / Secretary	33.67

ARTICLE XIV - HEALTH, WELFARE AND PENSION BENEFITS

1 For the duration of this Contract, the Employer shall continue the same medical choices (Hospitalization, Doctor, Dental, Vision, and Pharmaceutical Prescription Drug Programs) which are currently in effect. Further, the Employer shall provide the employees with Life Insurance,

AD&D and LTD at the March 14, 2021, coverage amounts, except that effective upon ratification of this Agreement, the Life Insurance shall be \$100,000 for each employee during the period of employment.

Effective upon the ratification of this Agreement, employee(s) will be required to contribute (weekly) towards their medical benefits.* The weekly contribution shall be as follows:

Family coverage	\$215.00
Single coverage	\$93.00.

All other benefits in this Article are for Full-Time Employees only, except as set forth in Article VI, Section 1(b) hereof.

* Employees will bear the cost of the Cadillac tax if it comes into play

2. The Employer shall transfer all pension funds from the existing pension trust plan to IDS Financial Services, a subsidiary of American Express. This plan will be a Money Purchase Custodial Plan. The plan will be an individual plan called Office Support Plan and the contribution will be fifteen percent (15%) of each employee's annual straight time salary. Employees are eligible to cash out their pension plan account upon termination of employment only.

3. The 401 K plan-- Employee(s) will be permitted to contribute to a 401 K plan. Contributions will not exceed the maximum set under the Internal Revenue (IRS) standards. There will be no employer contribution.

ARTICLE XV- MANAGEMENT RIGHTS & GRIEVANCE PROCEDURE

Management and Operation of the Employer; Rights of Employees and the Union:

- 1 The right and power to select and hire all employees, to promote them to supervisory or other positions, to assign, supervise and direct all working forces, to maintain discipline and efficiency among them, and to exercise the other customary functions of the Employer for the carrying on of the business and operations, are recognized as vested exclusively in the Employer.
- 2 Any dispute, controversy, or difference of opinion as to a matter which is reviewable under this Contract and is not within the rights and powers vested

exclusively in the Employer shall be resolved in the following matter:

Step 1: The problem shall be placed in writing to the President of the UWUA; Local 1-2 within fifteen (15) days after the problem has arisen or has been discovered. Then the Union and the Employer shall meet to discuss the problem and reach an amicable solution.

Step 2: If the parties fail to reach a solution at Step 1 the matter may be submitted to a staff Arbitrator appointed by the New York State Employment Relation Board for a final and binding decision

Grievances, except at the arbitration level, shall be negotiated on office time, during working hours, without loss of pay for the employee.

ARTICLE XVI - MISCELLANEOUS

1. The Employer shall comply with all Federal, State and City laws and regulations regarding Occupational Safety and Health.
2. The Employer shall not enter into any private agreement with any employee whereby any of the provisions of this agreement may be violated or altered in any respect. All such agreements shall be null and void.
3. No employees shall be disciplined or discharged for disciplinary reasons except for just and sufficient cause.
4. Employees working two (2) hours of overtime shall be entitled to:
 - (a) a meal provided by the Employer; or
 - (b) meal money of fifteen dollars (\$15) in lieu of the meal
5. An authorized Representative of the Union shall upon prior notice to the Employer have access to the Employer's offices for the purpose of conducting Union business.
6. The Employer shall provide the Union with space on an employee Bulletin Board for the purpose of posting official Union Notices.
7. Dress Code - Employees will be required to "arrive at work" in business attire.

Due to the ever-changing ways of our business it is especially important that we personify a "Business Atmosphere" during working hours. Jeans (other than "Dress Jeans") will be prohibited.

8. Reopener – The parties agree to re-open this Agreement to negotiate a punctuality and absenteeism policy in the event employee(s) receive written documentation regarding such during the life of this Agreement. The parties further agree that one party shall notify the other party, in writing, to initiate such decision and shall meet to negotiate the policy within sixty (60) days.



ARTICLE XVII - DURATION


This Agreement shall become effective January 1, 2021, and shall continue in effect through December 31, 2024, and shall automatically renew itself from year to year thereafter unless either party give written notice to the other at least sixty (60) days prior to the date of the expiration of this Agreement or any renewal thereof that such party desires to modify, amend, or terminate this Agreement.

UTILITY WORKERS UNION
LOCAL 1-2, AFL-CIO

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153
AFL-CIO



James Shillitto
President



Myra Hepburn
Secretary-Treasurer



Secretary-Treasurer



John Edmonds
Assistant Business Manager

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afl-cio



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING dated this 29th day of March, 2021 between **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO ("UNION")**, and **UTILITY WORKERS UNION OF AMERICA, LOCAL 1-2, AFL-CIO ("EMPLOYER")**.

WHEREAS, the parties hereto are party to a collective bargaining agreement effective **January 1, 2018** and,

WHEREAS, said collective bargaining agreement was extended through and including **March 13, 2021**; and

WHEREAS, the parties desire to amend and extend said collective bargaining agreement as stated below;

NOW, THEREFORE, it is mutually agreed as follows:

The execution of this Memorandum of Understanding and the ratification of its terms by the members of the Union in the bargaining unit constitute the entering into of a new collective bargaining agreement by the Employer and the Union. The Employer and the Union further agree that a new Agreement incorporating the terms of this Memorandum of Understanding with the text of the prior Agreement, will be prepared and executed by the appropriate representatives of the Employer and the Union within sixty (60) days after this Memorandum of Understanding is executed.

The modifications to the contract are as follows:

ARTICLE VI – HOURS OF WORK

Section 1 shall be amended to read:

1. (a) For the duration of this Contract, the working day of full-time employees shall be seven (7) hours, and the workweek shall be thirty-five (35) hours, Monday through Friday, except as may otherwise be determined hereunder. The daily hours of work shall be continuous except for unpaid lunch periods of one (1) hour as may be scheduled by the Employer.



ARTICLE XIV - HEALTH, WELFARE AND PENSION BENEFITS

Section 1 shall be amended to read:

1. For the duration of this Contract, the Employer shall continue the same medical choices (Hospitalization, Doctor, Dental, Vision, and Pharmaceutical Prescription Drug Programs) which are currently in effect. Further, the Employer shall provide the employees with Life Insurance, AD&D and LTD at the March 14, 2021, coverage amounts, except that effective upon ratification of this Agreement, the Life Insurance shall be \$100,000 for each employee during the period of employment.

Effective upon the ratification of this Agreement, employee(s) will be required to contribute (weekly) towards their medical benefits. The weekly contribution shall be as follows:

- ~~JE~~ Family coverage \$93.00
J.S. 3/2/21
- ~~Single coverage \$215.00.~~

TS Family
All other benefits in this Article are for Full-Time Employees only, except as set forth in Article VI, Section 1(b) hereof.

ARTICLE XVI - MISCELLANEOUS

Section 4 shall be amended to read:

- 4. Employees working two (2) hours of overtime shall be entitled to:
 - (a) a meal provided by the Employer; or
 - (b) meal money of fifteen dollars (\$15) in lieu of the meal.

ARTICLE XVII - DURATION

This Article shall be amended, in its entirety, to read:

This Agreement shall become effective January 1, 2021, and shall continue in effect through December 31, 2024, and shall automatically renew itself from year to year thereafter unless either party gives written notice to the other at least sixty (60) days prior to the date of the expiration of this Agreement or any renewal thereof that such party desires to modify, amend, or terminate this Agreement.

For the Employer: (date)
 3/30/21

 James Shillitto
 President

For the Union: (date)
 4/14/21

 John Edmonds
 Asst. Business Manager

JS

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT dated 15th day of February, 2018
this
between Utility Workers, Local 1-2 (hereinafter the "Employer") and OFFICE &
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-
CIO, (hereinafter the "Union")

WHEREAS, the Employer and the Union are party to a collective bargaining agreement
dated June 9, 2015 (hereinafter the "Agreement") and;

WHEREAS, said Agreement expired on December 31, 2017.

NOW, THEREFORE, be it mutually agreed as follows:

1. Except as expressly provided herein, the aforesaid Agreement, with all its terms and conditions, shall continue to December 31, 2020.

The following additional negotiated terms and conditions of employment, including wage increases, benefit and/or language changes are as follows:

2. ARTICLE VIII – Vacations, Amend Section 9 to read as follows:

Employees will be required to give one (1) day advance notice in writing for requested vacation day(s). If an employee calls in for a vacation day (non-scheduled) employee could be required to give documentation in support of a granted vacation day.

3. ARTICLE XIII – WAGES – Amend #1, 4 and 5 to read as follows:

1. Effective June 1, 2018, all current employees shall be granted a weekly General Wage increase of two point seven-five percent (2.75%) added to their base pay.

Effective June 1, 2019, all current employees shall be granted a weekly General Wage increase of two and a half percent (2.5%) added to their base pay.

Effective January 1, 2020, all current employees shall be granted a weekly General Wage increase of two and three quarters percent (2.75%) added to their base pay.

4. ~~Merit Raise: All General Wage increases will include a (0.5%) merit increase incorporated in them.~~

~~5. Merit Evaluation – Every June (prior to next year's January increase) employee(s) will be given an in-year evaluation. Those employees with a marginal and/or unsatisfactory evaluation will be given~~

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~~the opportunity in the next six (6) months to improve in these categories, which could have an impact on their 0.5% merit increase in January of the following year. This evaluation process will commence in June of each year. The Business Representative (Local 153) or his/her designee will be present at the June evaluation.~~

4. ARTICLE XIV – HEALTH, WELFARE AND PENSION BENEFITS – Amend sections 2 and 3 to read as follows:

Section 1 – For the duration of this contract the Employer shall cover all employees, their spouses, and eligible dependents with a complete medical package: Hospitalization, Doctor, Dental, Vision, and Pharmaceutical Prescription Drug Programs. Further, the employer shall provide employees with Life Insurance, AD&D and LTD at the January 1, 2018 coverage amounts.

Effective June 1, 2018, employee(s) will be required to contribute (weekly) towards their medical benefits. The weekly contribution shall be as follows:

- Employees shall pay of \$61 per week for single healthcare coverage or \$155 per week for family healthcare coverage.

Effective June 1, 2019, employee(s) will be required to contribute (weekly) towards their medical benefits. The weekly contribution shall be as follows:

- Employees shall pay of \$72 per week for single healthcare coverage or \$180 per week for family healthcare coverage.

Effective June 1, 2020, employee(s) will be required to contribute (weekly) towards their medical benefits. The weekly contribution shall be as follows:

- Employees shall pay of \$83 per week for single healthcare coverage and \$205 per week for family healthcare coverage.

Section 2 –Employees covered by this Agreement shall participate in the UWUA Local 1-2 Money Purchase Plan. The employer shall contribute fifteen percent (15%) of each employee's annual straight time salary. Employees are eligible to cash out their pension plan account upon termination of employment only.

Section 4 – In the event employees opt out of the employer sponsored 401(k) Plan, they may join the OPEIU, Local 153 401 (k) – Effective January 1, 2018, employee(s) covered by this Agreement shall have the option participate in the OPEIU 401(k) plan. Contributions shall not exceed the maximum set under the Internal Revenue Standards. Contributions will be deducted from employee's paychecks payable to the Plan. The employees and employer shall receive a copy of the Plan design.

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5. Add new Section 8 to ARTICLE XVI – MISCELLANEOUS as follows:

Re-opener – The parties agree to re-open this Agreement to negotiate a punctuality and absenteeism policy in the event employee(s) receive written documentation regarding such, during the life of this Agreement. The parties further agree that one parties shall notify the other party, in writing, to initiate such decisions and shall meet to negotiate the policy within sixty (60) days.

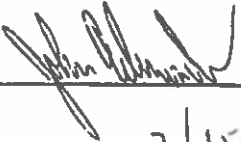
6. ARTICLE XVII – DURATION – Amend to read as follows:

This Agreement shall become effective January 1, 2018, and shall continue in effect through December 31, 2020, and shall automatically renew itself from year to year unless either party give written notice to the other at least sixty (60) days prior to the date of the expiration of this Agreement or any renewal thereof that such party desires to modify, amend, or terminate this Agreement.

7. The execution of this Memorandum of Agreement and the ratification of its terms by the members of the Union in the bargaining unit constitutes the entering into of a new Agreement between the Employer and the Union.


8. The Employer and the Union further agree that the new Agreement incorporating the terms of this Memorandum of Agreement with all of the terms and conditions of prior agreements, will be prepared and executed by the appropriate representatives of the Employer and the Union within sixty (60) days following the date this Memorandum of Agreement is executed.

For the Union:



2/15/18

For the Employer:



2-15-18