COLLECTIVE BARGAINING AGREEMENT

Between

ULLICO INC. and CERTAIN OF ITS SUBSIDIARIES

And

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

CONTRACT TERM

January 1, 2022 - December 31, 2024

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This Agreement entered into by and between the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO, hereinafter referred to as the UNION and ULLICO INC. AND CERTAIN OF ITS SUBSIDIARIES (set forth in Schedule E) hereinafter referred to collectively as the EMPLOYER. This Agreement is effective January 1, 2019.

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

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE I - RECOGNITION

Section 1 - The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, including all regular part-time employees (defined in Schedule D), as listed in Schedule A, exclusive of supervisory employees with authority to hire, transfer, suspend, layoff, recall, promote, discharge or discipline other employees, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of merely routine nature but requires the use of independent judgment.

The positions whose titles are noted with an asterisk (*) in Schedule A are regarded as job progression positions. Incumbents of these positions shall move automatically to the next higher level of the established progression upon meeting the minimum qualifications and demonstrating for the Employer that the employee is able to successfully perform the duties and responsibilities of the higher level position. Job progression positions may have one or more levels to which the incumbent may progress, which are detailed on the job description qualifications, once the employee is in the entry level position for that job title. The employee in a progression job will progress automatically without the job being posted. During a layoff, the time requirement in the qualifications of a progression job will be waived in lieu of equivalent related experience as determined by the Employer, which will include a review of the employment application and the employee's current job description. The highest level position in a job progression is noted with a double asterisk (***). The positions converted to Bargaining Unit positions after incumbents were already in those positions are noted with a triple asterisk (****). The positions whose titles noted with four asterisk (****) in Schedule A are job progression positions that lead to non-bargaining unit positions and have specific stipulations as to when the progression must occur.

The positions listed in Schedule B are those with no current incumbents. The positions whose titles are noted with an asterisk (*) in Schedule B are regarded as job progression positions. The highest level position in a job progression is noted with a double asterisk (**). Should any position(s) listed in Schedule B be filled at any time, Schedule A will be amended to include the position(s).

Section 2 – The parties agree that if the Employer performs care management functions currently performed by Local 153 employees, those functions will be performed by bargaining unit employees and the parties will meet to negotiate terms and conditions of employment for those within the collective bargaining unit.

ARTICLE II - UNION SECURITY

Section 1 - The Employer agrees that all employees, including part-time employees, covered under this Agreement, shall continue to remain members of the Union in good standing.

Section 2 - The Employer further agrees that all new employees, including part-time employees, hired to fill a position listed in Schedule A and hired subsequent to the effective date of this Agreement, shall, as a condition of employment, thirty-one (31) working days from the date of employment, become and remain members of the Union in good standing.

Section 3 — The Employer agrees that any employee that is hired for a specified period of time (up to 16 weeks) to perform a defined set of tasks shall be considered a temporary employee. In the event a temporary employee is employed beyond sixteen (16) weeks, either the position will be posted or the temporary employee would be terminated, except in those instances where the temporary employee is replacing a regular employee who is on an approved leave of absence. In any other circumstances, the Employer will request an extension of the sixteen (16) week period and the Union agrees not to unreasonably withhold its approval. In either situation, the employee will retain temporary status.

Section 4 - It is the Employer's intention in establishing new positions, or reevaluating existing positions, to comply with all provisions of this Agreement. The Employer agrees that employees who are members of the Union in good standing (Bargaining Unit Employees or Employees) will perform the tasks associated with the positions set forth in Schedule A (Bargaining Unit Work) to the extent the Employer determines it is operationally necessary and consistent with the terms of this Agreement.

The Employer agrees to notify the Union in writing, where it becomes operationally necessary for the Employer to perform Bargaining Unit Work that was being performed by Bargaining Unit Employees covered under Schedule "A" of this Agreement. The Employer will advise the Union if its understanding is that the need to perform the work will extend beyond ninety (90) days. If the work is being performed due to the absence of the employee who regularly performs the work, the Employer may perform the work until the employee's return. In other circumstances, the parties agree that they will then meet to discuss the assimilation of the work back to the Bargaining Unit. Nothing in this Section shall diminish the ability of the Employer to exercise its rights under Article II, Section 3.

ARTICLE III - DUES CHECK-OFF

Section 1 - The Employer agrees to deduct Union dues and initiation fees from the wages of each employee on a bi-weekly basis beginning with the Employee's first paycheck. Dues and initiation fees will become due and payable according to the following schedule.

The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would insure receipt of said monies at the Union office, prior to the last day of the month, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, on leave of absence or otherwise not on the current payroll. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck of any eligible employee member.

Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by Employer in the month following the month in which Employer receives written notice of the change from the Union.

Section 2 - The Union agrees to file an initiation fee and dues deduction assignment form with the Employer for each employee prior to such deductions.

Section 3 - The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of the Electorate" (VOTE FUND). Such voluntary contributions shall be forwarded to the Secretary - Treasurer of OPEIU, Local 153, AFL-CIO, monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donate such monies.

ARTICLE IV - WORK SCHEDULE

Section 1 - Seven and one-half (7.5) hours, with one (1) hour or one-half hour, as appropriate for lunch shall constitute one (1) full day's work. Thirty-seven and one-half (37.5) hours, Monday through Friday, inclusive, for a majority of employees, shall constitute one (1) full week's work.

Section 2 - Not- withstanding the provision in Section 1 above, the Employer shall, at the request of the employee, approve the utilization of flexible work schedules where the Employer determines it is mutually beneficial to both the employee and Employer, and such schedule permits the Employer to meet its operational needs. The Employer will not be arbitrary or capricious when approving or denying flexible work schedules consistent with the Employer meeting its operational needs. Core hours will be established which require all employees, except those employees working on a flex schedule approved by the supervisor, to be at work during the period 10:00 a.m. to 3:30 p.m. on the Employer's normal business days. Based on the Employer's business needs, assigned hours may be required for select work units or departments, and periodic mandatory overtime may also be required to meet the Employer's operational needs. Mandatory overtime shall not exceed an average of one fifth of the number of regular work hours in a pay period, unless the employee volunteers to work additional hours.

Where the employee and the Employer mutually agree to vary the above schedule, examples of other work schedule arrangements may include, but not be limited to, the following:

- (a) A schedule wherein, in a ten (10) day business period, the employee may work seventy-five (75) hours in nine (9) days. Therefore, the employee would work an eight and one quarter (8.25) hour work day for eight (8) days, one nine (9) hour day and have one day a week off every other week. A minimum of one half unpaid hour will be provided for lunch and overtime will be paid after eight and one quarter (8.25) hours worked, or greater if the employee's approved flex schedule requires more than eight and one quarter (8.25) hours in one day.
- (b) A schedule wherein, in a ten (10) day business period, the employee may work seventy-five (75) hours by working eight full days, and two days as half (1/2) days. Therefore, the employee would work an eight and one-quarter (8.25) hour work day for eight (8) days with two four and one-half (4.5) hour work days. A minimum of one half unpaid hour will be provided for lunch and overtime will be paid after eight and one-quarter (8.25) hours worked, or greater if the employee's approved flex schedule requires more than eight and one-quarter (8.25) hours in one day.

Regardless of the regularly scheduled number of hours an employee is to work on any given day, when an employee takes sick, vacation or personal leave, the employee will be charged either a full or a half-day. Leave must be taken in accordance with the terms of this Agreement.

Employees shall submit the request for flex time to the Employer in writing. Except in the case of an emergency, when an employee or the Employer wants to change or return to their regular work schedule, two weeks written notice will be given to the Employer or the employee. The employee or the Employer may make one change request per quarter, except in emergencies or as business needs arise, as determined by the Employer. When two employees within a work unit, reporting to the same supervisor, or department, as determined by the Employer, submit conflicting requests, the employee with the greatest seniority shall be granted his or her request. Such schedules shall not be utilized by the Employer as a reward or for discipline.

Where flexible work schedules are utilized, the Overtime Rate will be paid after seven and one-half (7.5) hours, or greater if the employee's approved flex schedule requires more than seven and one-half (7.5) hours in one day.

Lunch periods, where determined feasible by the Employer, may be taken in one hour or one-half hour periods. Employees may change the length of their lunch period not more than once each calendar quarter, at the beginning of the quarter (January, April, July and October). Two weeks advance notice in writing, prior to the beginning of the next quarter, is required when the lunch period is changed to permit consideration of any other schedule adjustments that may be necessary. Should an employee decide during a given quarter that the lunch schedule becomes a problem and wishes to return to the previous time allowed for lunch, the employee may elect to return to the previous schedule once during the quarter.

Section 3 - All work performed in excess of seven and one-half (7.5) hours per day and/or thirty-seven and one-half (37.5) hours per week (Overtime), when authorized by the Employer, shall be paid for at the rate of time and one-half the regular rate of pay (Overtime Rate) except as otherwise provided herein.

Section 4 - All work performed beyond the regular work schedule of any employee, when authorized by the Employer, shall be paid at the Overtime Rate except as otherwise provided herein.

Section 5 - All work performed on Saturday shall be paid for at the Overtime Rate, except as otherwise provided herein. All work performed on Saturday in excess of seven and one-half (7.5) hours shall be paid for at twice the regular rate of pay, except as otherwise provided herein.

All work performed on Sunday shall be paid for at twice the regular rate of pay, except as otherwise provided herein.

Section 6 - Where overtime work is performed, with advance supervisory approval to make up unpaid time lost, such work will be paid for at the Employee's regular rate of pay during the same pay week in which the unpaid lost time occurs. Supervisors will not unreasonably withhold approval of such time to be worked.

Section 7 - Full time employees shall be granted one paid fifteen (15) minute break during the regular workday. No paid break will be granted, however, in the event the Employer schedules less than a full day's work.

Section 8 - Employees shall be granted a twenty (20) minute mealtime period when working two (2) hours beyond the normal quitting time. The mealtime period shall be paid for at the Overtime Rate if the employee has already actually worked the regularly required seven and one-half (7.5) hours or was on paid time for the seven and one-half (7.5) hours. The mealtime shall not be paid if the employee is making up unpaid time not worked on another day.

Section 9 - The Employer agrees to grant employees fifteen (15) minutes with pay, at such time as the Employer shall designate, for the purpose of cashing paychecks. No such time shall be granted, however, in the event the Employer schedules less than a full day's work on a payday.

ARTICLE V - HOLIDAYS

Section 1 - All employees shall receive the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

In states other than New York, other state legal holidays may be substituted by the Employer as local custom dictates. The wishes of a majority of the employees affected will be considered in making any substitution and the Employer agrees to notify the Union of such substitution.

Holidays falling on Sunday shall be observed on Monday. Holidays falling on Saturday shall be observed on the immediately preceding Friday.

Section 2 - All work performed on any of the above enumerated holidays shall be compensated for by twice the regular rate of pay.

Section 3 - In the event that any of the above enumerated holidays fall on a regular workday, Monday through Friday, and employees are not required to work, such a holiday shall be considered as a day worked for purposes of computing Overtime.

Section 4 - In addition to the above enumerated holidays, employees who are in an active pay status on January 1st will be credited with three (3) paid personal days for use during that calendar year.

For the first calendar year of employment, full-time new hires will be immediately credited with a pro-rated number of personal days that are based upon the month of hire as follows:

Month of Hire	Number of Personal Days Credited
January	3.0
February	3.0
March	2.5
April	2.5
May	2.0
June	2.0
July	1.5
August	1.5
September	1.0
October	1.0
November	0.5

Employees will be given full credit for the number of personal days for the month of hire irrespective of the number of days worked during the month. Personal days can be taken in half or full days for the purpose of conducting personal business. Such days may not be accumulated and carried over into the following calendar year.

In the event an employee wishes to take one or more, or any part of a personal day off before or after a holiday or before or after vacation or a vacation day or days, prior notice must be given to the Supervisor and such selection is subject to the approval of the Supervisor.

ARTICLE VI - VACATIONS

Section 1 - Employees hired prior to January 1, 1992, shall be entitled to vacation with pay based upon the period they were continuously employed by the Employer, in accordance with the following schedule:

Period Employed	Vacation Allowance
9 years to 19 years	20 days
20 years and over	25 days

Section 2 - Employees hired after January 1, 1992, shall be entitled to vacation with pay based upon the period of time they were continuously employed by the Employer, in accordance with the following schedule:

Length of Service	Days Accrued Per Year	Hours Accrued Per Month
Up to 6 years 0-72 months	15 days	9.38 Hours
6 to 7 years 73-84 months	16 days	10 Hours
7 to 9 years 85-108 months	18 days	11.25 hours
9 to 20 years 109-240 months	20 days	12.50
20 years & over 241 months and above	25 days	15.63

Employees will, where applicable, move to the next accrual level after the required length of service has been met. As an example, if an employee has been here six (6) years and two (2) months, the employee will be entitled to sixteen (16) days accrual. Except as noted herein, all other provisions of Article VI will apply.

Section 3 – Employees shall accrue vacation in accordance with the appropriate schedule above. Employees can use vacation as soon as it is accrued.

No service credit shall be given during leaves of absence in excess of one (1) month, nor during disability leaves of absence in excess of accrued sick time and statutory disability benefits, nor during periods during which an employee is laid off.

Section 4 - In the event a holiday named in this contract falls during an employee's vacation period, such employee shall not be charged a vacation day for that day.

Section 5 - Senior employees shall be given preference in the selection of vacation periods,

except as otherwise stated herein. Senior, for purposes of this section, means years of service with the Employer applied on a unit wide basis. The Employer may request that employees within each individual unit select their vacations by submitting their first and second choices in writing by April 30 for the balance of the calendar year. These requests will be handled on a seniority basis and subject to business demands. Requests submitted after that date, including any changes to an earlier request, are handled at the discretion of the Employer.

Section 6 - Upon separation from service each employee shall be entitled to all earned and unused vacation.

Section 7 - Employees may take all of their vacation at one time or may take any part of their vacation in single days or half day increments if taken in accordance with an approved flexible work schedule as described in Article IV, Section 2, paragraph 2. Two (2) of the earned vacation days may be taken as emergency days where no advance notice is required; however, the employee must notify the supervisor prior to the regular reporting time as is required with other absences.

Employees may take their vacation at any time during the year subject to the prior approval of the supervisor of the employee and of the Vice President in charge of the department.

Section 8 – Any unused vacation of up to and including fifteen (15) days may be carried over to the succeeding calendar year for any employee who has more than 20 days of vacation accrued. Any unused vacation of up to and including ten (10) days may be carried over to the succeeding calendar year for any employee who has 20 days or less of vacation accrued.

ARTICLE VII - SICK LEAVE

Section 1 - The Employer shall grant full-time employees who are in an active pay status prior to January 1, 2016, eighteen (18) paid sick days each calendar year on January 1 of each year of the contract. The paid sick days are to be cumulative, for which full salary will be paid, except that no employee shall be paid for absences because of sickness of three (3) work days or less in excess of a total of ten (10) days in any rolling twelve (12) month period.

New Bargaining Unit Members hired on or after January 1, 2016 will receive 12 sick days per calendar year. The paid sick days are to be cumulative, for which full salary will be paid, except that no employee shall be paid for absences because of sickness of three (3) work days or less in excess of a total of ten (10) days in any rolling twelve (12) month period. All existing Bargaining Unit Members (Hired before 1/1/16) will retain 18 sick days annually. For the first calendar year of employment, full-time new hires will be immediately credited with a pro-rated number of sick days that are based upon the month of hire as follows:

	Employees Hired Before 1/1/16			Employees Hired After 1/1/16		
	HRS	HRS or DAYS		HRS	or	DAYS
January	135.00		18.00	90.00		12.00
February	123.75		16.50	82.50		11.00
March	112.50		15.00	75.00		10.00
April	101.25		13.50	67.50		9.00
May	90.00		12.00	60.00		8.00
June	78.75		10.50	52.50		7.00
July	67.50		9.00	45.00		6.00

August	56.25	7.50	37.50	5.00
September	45.00	6.00	30.00	4.00
October	33.75	4.50	22.50	3.00
November	22.50	3.00	15.00	2.00
December	11.25	1.50	7.50	1.00

Section 2 - Sick Leave which has been accrued may be taken in whole day increments; however, up to five (5) days of accrued sick leave may be taken in one-half day increments during a calendar year (pro-rated during first year of employment if employed less than twelve (12) months) and may be utilized for the employee's illness, to include visits to the employee's attending physician or dentist for treatment of an illness or for a medical examination as may be reasonably required. Use of sick leave for visits to an employee's physician require advance approval of the supervisor, except in the event of an emergency. Supervisors will not unreasonably withhold approval of such sick time off.

An employee may be granted two (2) hours of paid sick leave for pre-scheduled and pre-approved doctor or dentist appointments at the beginning or end of the workday.

An employee may take up to seven (7) days per calendar year of the employee's accrued sick leave for the medical appointments, illness (physical or mental), injury or medical condition of a spouse, domestic partner, parents of a spouse or domestic partner, children (including foster children and grandchildren), spouses and domestic partners of children, parents (including step parents), brothers and sisters, spouses and domestic partners of brothers and sisters, and persons with whom the employee permanently resides and with whom the employee maintains a committed relationship whose own illness (physical or mental), injury, or medical condition necessitates such care. In addition, accrued sick leave may be used for absences related to stalking, domestic violence, or sexual abuse experienced by employee or a member of the employee's family listed above. Part-time employees are not eligible for sick leave benefits.

Section 3 - If an employee has exhausted all accrued sick leave and is still absent from work because of sickness or disability as of the first work day of a calendar year, sick leave shall not be granted as provided by this section until the employee has returned to work on a full-time basis for at least two (2) consecutive weeks. If an employee returns to work on a full-time basis for less than two (2) weeks, and again becomes disabled, sick leave shall not accumulate as provided above unless the second disability is due to an unrelated cause.

Where an employee accepts full wage payments under this section, such acceptance shall constitute a waiver of any additional sickness or accident benefits to which such employee might otherwise have been entitled as long as such full wage payments continue.

Sick leave is a benefit to be accumulated and not used except in cases of actual illness. The parties hereto agree that sick leave must never be used unless illness or disability of the employee make it necessary. An absence reported as sick leave that does not qualify for permissible uses of sick leave may lead to discipline up to and including termination. Supporting evidence of any sick leave may be required by the Employer at its discretion.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1 - Employees shall be granted extended leaves of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave referred to during periods of lengthy illness or lengthy disability so certified by a medical doctor. During that period of time beyond the

paid sick leave period, seniority will be retained but will not accumulate. Seniority will accumulate during periods of paid sick leave. During periods of leave without pay, Employer will not deduct union dues for employees. Employees are required to pay their union dues directly to the union.

Section 2 - An employee who obtains approval for a medical leave of absence for sixty (60) days or less may return to the same job. If an employee is on an approved medical leave of absence which exceeds sixty (60) days, the employee may be granted a leave of absence for a period of up to one year. The one year period runs from the exhaustion of the employee's paid sick leave, as defined in Article VII, Section 1. If the employee is medically approved and able to return to work within that one year, the employee will be guaranteed employment in a job the employee is qualified to perform at not less than the former rate of pay.

Section 3 - The Employer agrees to grant employees a leave of absence with pay, for compulsory summer military duty as follows: Two (2) weeks where such military duty is compulsory to meet: (a) basic Selective Service requirements or (b) reserve requirements following a period of active duty; one (1) week where such military duty is compulsory but results from voluntary enlistment which does not entail active duty.

Section 4 - The Employer agrees to grant employees a leave of absence without pay, for reasons other than sickness or disability, to any employee who has completed at least one (1) full year of employment, provided the reason for such leave of absence shall be reasonable. Seniority will be retained, but not accumulated, during such leaves of absence that exceed one (1) month. An employee on such leave of absence may return to the same job if it is within sixty (60) days of the beginning of the leave period. If the leave of absence exceeds sixty (60) days, but is less than one (1) year, the Employer guarantees employment in a job the employee is qualified to perform at not less than the former rate of pay.

Section 5 - Full-time employees are eligible for five (5) days of paid bereavement leave for the death of the employee's spouse, parents, siblings, step-siblings, children, step-children or domestic partner.

"Parents" shall be deemed to include an employee's legal childhood guardian and/or step-parents.

In the event of the death of the employee's grandparents, grandchildren, parents-in-law, siblings-in-law, or a domestic partner, the employee shall be granted a leave of absence of up to three (3) working days with pay. Such time off will not be charged against sick leave in either case. For purposes of this section, holiday as enumerated in Article V shall be considered a working day.

Section 6 - The Employer agrees to pay full wages to any employee who serves on a jury, except that persons who volunteer, who would otherwise be exempt, shall be subject to an offset against their wages of any monies received for jury duty. This service shall not be charged to sick leave.

Section 7 - The Employer agrees to grant, at the employee's request, a leave of absence with pay of three (3) days to an employee who gives birth to a child or who legally adopts a child, or to an employee whose legal wife gives birth to a child. In the case of an adoption the employee must take the three days paid leave within thirty (30) days of the adoption of the child. When an employee gives birth to a child three (3) consecutive days of paid leave must be taken after the paid sick leave is exhausted or the employee is medically released to return to her regular job, whichever occurs first and must be taken prior to returning to work.

Section 8 – When verifying medical information, the Employer will first notify the employee by mail. The employee will then have fifteen (15) calendar days from the date of notification to respond.

ARTICLE IX - SENIORITY

Section 1 - Newly hired employees shall be considered on a probationary period and such probationary period shall run for a period of sixty (60) working days from date of hiring for those employees employed in Labor Grades 12 through 14 inclusive. For employees employed in Labor Grades 15 through 26 inclusive, the trial basis shall be for a period of ninety (90) working days.

Upon satisfactory completion of the aforesaid probationary period, employees in the aforesaid enumerated job classifications shall automatically be promoted to the next appropriate higher job classification.

In the event of unusual circumstances, the Employer may request an extension of the trial period and the Union agrees not to unreasonably withhold its approval.

Section 2 - During the term of the probationary period, such employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. Such employees may be terminated any time during the probationary period without any recourse whatsoever. After the completion of the trial period, seniority shall be effective as of the original date of employment.

Section 3 - Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis. However, Local 153 bargaining unit seniority supersedes service with the Employer where seniority issues arise, except as otherwise stated elsewhere in this Agreement.

Section 4 - An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation, except that in the event of rehire after voluntary resignation, previous seniority shall accrue for the purpose of determining welfare benefits only.
- (b) Discharge for just cause.
- (c) Failure to return to work within ten (10) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident (The Employer may require substantiating proof of illness or accident).
- (d) Layoff for a continuous period of more than one (1) year.
- (e) An Employee who moves from a Bargaining Unit position to a Non Bargaining Unit position and remains in the Non Bargaining Unit position past any required probationary period, except that in the event Employee returns to a Bargaining Unit position, previous seniority shall accrue for the purpose of determining welfare benefits only.

Section 5 - In those instances where employees have the same seniority date due to having the same date of hire or an adjusted seniority date, the determination of seniority for such employees will be established using the last two (2) digits in the employee's social security number from right to left. The employee with the highest two-digit number will be considered to be the most senior employee. Should the last two (2) numbers be the same, the next number in the employee's social security number, moving from right to left will be utilized, etc., should any further ties occur.

Section 6 – In the event of a layoff, department closure, consolidation of functions or technological change that results in the elimination of the Chief Shop Steward's position, the Chief Shop Steward will not be laid off while there are jobs listed in Schedule A that the Chief Shop Steward is qualified (in accordance with Article XI, Section 1 or 2 as applicable) to perform.

Up to four (4) additional Shop Stewards designated by the Union on an annual calendar year basis shall be considered to be the most senior employees in their respective work units (after the Chief Shop Steward).

The Shop Steward shall have the option of either accepting a job within the Shop Steward's work unit at the same or lower grade, or if none is available in the Shop Steward's work unit, accepting the same or lower graded position in the Bargaining Unit, in accordance with the normal layoff and bumping procedure set forth in Article XI (Layoffs, Bumping and Recall).

Seniority for the Shop Stewards described herein shall also apply to recall from layoff.

ARTICLE X - PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1 - Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies from within the Company before hiring new employees, provided that employees are available with the necessary qualifications to fill the vacant positions.

Section 2 - All job vacancies shall be posted by written notice, stating the job title, labor grade and a brief description of the job duties, including qualifications and necessary skills, on the Company portal and in a publicly accessible place in the office for five (5) working days and only those employees who make application during the said five (5) working day period will be considered for the job and permitted to file a grievance against the final selection. At the request of an employee, a Union steward may submit a bid for a job, on the required application form, for an employee who is absent during the posting period of a job. The Union steward must state on the application that they are submitting it on behalf of the employee. The name, position title and grade of the employee must be completed on the form and the Union steward must sign the application form and submit it within the required posting deadline. The employee must be available to work within two weeks of the date the job is posted. Job postings shall reflect the qualifications required to be considered for a position.

However, the Employer may post a prospective job vacancy immediately upon notification of resignation by an employee to be effective at a future date. Under such circumstances, a successful bidder for the vacancy shall not be entitled to the job until the incumbent actually ceases employment.

Section 3 - In the event a test is required in connection with any posted job, such test shall be given within a reasonable time from the date of posting but no employee bidding for the job shall be required to take a test earlier than the second day next following notice of the test requirement. Where feasible, results of the test shall be given to the applicants within three (3) working days. The Employer agrees that the Business Representative and a Shop Steward shall have the right to see all tests given for promotions in the presence of a management representative.

Section 4 - The Employer reserves the right to select the best qualified person for a position. After completing the screening and evaluation process, the Employer will select the best qualified candidate. If the Employer determines that two Bargaining Unit members are the best qualified, and have the same relative qualifications, the employee with the greatest seniority shall be

selected for the position.

Section 5 - An employee who is promoted to a higher position shall receive the minimum wage of the new job classification or a promotional increase of 10% of the current wage, whichever is higher.

The promotional increase, when added to the employee's current salary may not cause the employee's salary to exceed the maximum of the salary range for the new position.

All employees so promoted shall be placed in the higher rated job for a probationary period of sixty (60) working days in Labor Grades 12 through 15, inclusive, and ninety (90) working days in Labor Grades 16 through 26 inclusive. In the event the employee does not successfully pass the probationary period, such employee shall be returned to the former position, and will forfeit the promotional increase effective with the date of return to the former position.

Promotional increases will be granted when there is a significant change in the duties of an entire group of positions with the same grade and job title.

Section 6 - In the event of a demotion as a result of a bump back, an employee so demoted shall receive the maximum of the lower position or present salary, whichever is lower.

In the event of a demotion resulting from an individual's inability to perform the duties of the position, or for disciplinary reasons, the employee shall forfeit the equivalent amount of the increase he would have received had he been promoted instead of demoted or the maximum of the lower grade, whichever is the lesser. This will also apply to an employee who held no previously lower position with the Employer.

In the event the duties and responsibilities of a job classification change (unrelated to an employee's performance), and the Employer determines that the changes are significant enough to warrant a downgrading of the position to a lower grade, the Employer will negotiate the grade of the new position with the Union, unless it is an already established position and grade. An employee who is moved to a lower grade as a result of such action, will be assigned to the lower grade.

If the employee's salary at the time of the downgrade is within the salary range of the lower grade, there will be no change to the employee's salary. If the employee's salary is above the maximum of the salary level for the lower level position, the employee's salary will be frozen at the current rate of pay until such time that the rate of pay falls within the salary range of the position to which assigned. However, the employee will be eligible for the general negotiated increases covered in ARTICLE XV, Section 1.

Section 7 - An employee may apply for and receive a transfer to a position or another classification within the same labor grade. Such transfer shall be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in the former position. Any employee so transferred shall undergo a probationary period of sixty (60) working days in the event the job classification is in Labor Grades 12 through 15, inclusive, and ninety (90) working days in the event said classification is in Labor Grades 16 through 26 inclusive.

Any employee who applies for a transfer to a lower graded position and is determined by the Employer to be the best qualified candidate for the position, would be transferred into the position at the employee's current salary level as long as the current salary is within the range of the lower

graded position. If the employee's salary is above the maximum for the lower graded position, the employee will be placed at the maximum of the lower graded position. This type of transfer will be considered a "voluntary reassignment" and will require a probationary period of sixty (60) working days in the event the job classification is in Labor Grades 12 through 15, inclusive, and ninety (90) working days in the event said classification is in Labor Grades 16 through 26 inclusive.

Section 8 - Experience gained with the Employer in a temporary position may not be utilized to qualify the temporary employee for a regular position with the Employer in the Bargaining Unit where the individual performed as a temporary employee until such time as no members of the Bargaining Unit are being considered for such position.

Section 9 - In the event the Employer knows in advance that an employee is going to be unable to work for more than thirty (30) days, and determines that enough of the duties of the incumbent can be performed by a lower graded employee in the Work Unit or Department to warrant a temporary "acting promotion," the position will be posted within the Work Unit or Department, at the Employer's option. Where feasible, the Employer will promote, on an "acting" basis, an employee in the next highest applicable labor grade.

If an individual applies who is determined by the Employer to be the best qualified, such employee will be selected and granted a temporary "acting" promotion. The effective date of an "acting" promotion and, therefore, the salary increase, will be the first business day of the beginning of the approved leave of the employee whom the Employer determined would be replaced on a temporary basis. However, should the Employer determine that an employee will require training prior to assuming an "acting" promotion, the employee may receive up to three (3) weeks of full time training by the Employer after which the employee shall be entitled to receive the compensation level of the "acting" promotion in accordance with Article X, Section 5 of this Agreement. The Employer agrees to not unreasonably withhold opportunities from such employees to be given "acting" promotions. Upon the incumbent's return to duty, the "acting" promotion will be rescinded and the employee will be returned to the former position and rate of pay.

ARTICLE XI - LAYOFFS, BUMPING AND RECALL

If a reduction of the office staff is necessary due to economic or other business reasons, the following procedure shall be adopted:

Section 1 - The employee with the least amount of seniority in any job classification will be the first laid off from the job but may replace an employee in the same or lower labor grade providing the employee has the qualifications to satisfactorily perform the job and has greater seniority (Bump-Back). Any employee who changes positions as a result of a Bump-Back, shall undergo a probationary period of sixty (60) working days in the event the job classification is in Labor Grades 12 through 15, inclusive, and ninety (90) working days in the event said classification is in Labor Grades 16 through 26 inclusive. Job classification for purposes of this Article shall mean the grade and title of the job occupied at the time of the reduction in staff.

The Employer agrees to eliminate temporary employees of an office located within twenty-five (25) miles of another office where a layoff occurs where such temporaries at that location are performing Bargaining Unit Work at the same grade level of employees whose positions are being eliminated, prior to those employees being laid off. This will be done with the understanding that the Employer has Bargaining Unit Employees qualified and available to perform the work of the temporary employees.

The Employer agrees to maintain a Recall List that contains the name, title, grade and date of lay off for each employee who is laid off.

Section 2 - Employees who are displaced from their jobs as a result of such Bump-Back procedures may themselves move back and replace employees having the least seniority in the same or lower labor grade, providing such employee has the necessary qualifications and seniority. Employees who have suffered one (1) Bump-Back shall be given credit for full officewide seniority in the lower classification for purposes of any future downward moves.

An employee who has been bumped to another position will have the opportunity to move back into his exact highest position held (grade, title and duties) in the same Work Unit at the time of the most recent Bump-Back affecting that employee, subject to the following:

- (a) The employee elects to move back at the time the vacant position becomes available for recruitment, and the duties of that position have not significantly changed.
- (b) The position becomes available within one (1) year from the date the employee was bumped from the highest level position the employee held (as defined above) in the most recent Bump-Back affecting that employee, and
- (c) The opportunity will be granted once, and only if the available opportunity is to return to the highest level position held (as defined above) at the time of the Bump-Back. For example, if the employee was bumped several times during a potential layoff situation, the opportunity to return to a former position is only for the highest position held at the start of the most recent Bump-Back process and does not apply to subsequent positions to which the employee may be bumped in that process.
- (d) Should the employee turn down the opportunity to return to the position or not be available to return to the position on a timely basis, as determined by the Company, the employee will be considered to have waived such rights in the future. If the employee is not available to take advantage of the opportunity because of being off from work due to an approved medical leave, such employee shall not forego the right to consider a similar opportunity in the twelve (12) month period referenced above, provided all of the other conditions required to be considered for the original opportunity, are met.
- (e) If two employees who have been bumped from the same position (grade, title and duties in the same Work Unit), preference to return to the same position under this Section will be given to the individual with the higher Union seniority.

The above process would be followed prior to consideration of any candidates on the Recall List.

Entitlements available to employees after they have been bumped back, are limited to those specifically addressed in this Section.

Section 3 - Notice of such layoffs shall be given at least three (3) weeks in advance of the scheduled layoff, except in cases of emergency where the length of time shall be reduced to one (1) week. At the Employer's discretion three (3) weeks of base wages may be paid in lieu of the three (3) week notice. The laid-off employee shall retain bumping rights during this period.

Section 4 - An employee so affected who is transferred to a lower rated job shall continue to

receive his/her then current rate of pay for twelve (12) months during which time the employee shall not be eligible for any wage increases under Article XV (Rates of Pay), Article XVI (Automatic Salary Increment) or otherwise.

At the end of the twelve (12) months the employee shall receive the same rate of pay or the maximum of the lower rated job classification, whichever is lower.

Section 5 - In the event of a permanent layoff, employees with a minimum of one (1) completed year of service but less than ten (10) completed years of service shall receive one (1) week's base pay for each full year of service with the Employer, measured as of the date of the layoff.

For employees with ten (10) or more completed years of service as of the date of the layoff, such employees will receive one (1) week's base pay for each of the first ten (10) years of completed service and two (2) weeks' base pay for each completed year of service in excess of ten (10) years, measured as of the date of layoff.

For employees who are laid off prior to November 1, 2013, the Employer will continue to pay the employee's health insurance for a period of three (3) months from the date the employee is laid off for employees with one (1) or more years of continuous service, if applicable. Such medical coverage will include medical, prescription, dental and vision coverage.

As of November 1, 2013, the Employer will pay the employee's Consolidated Omnibus Budget Reconciliation Act (COBRA) premium for a period of three (3) months from the date the employee is laid off for employees with one (1) or more years of continuous service, if applicable. Such medical coverage will include medical, prescription, dental and vision coverage.

Section 6 - Any employee laid off will be placed on the Recall List for up to twenty-four (24) months from the date of layoff.

Section 7 - When a vacancy becomes available, if an individual on the Recall List held that exact position (grade, title and duties) in the Work Unit where the vacancy existed at the time the employee was laid off and the duties have not significantly changed, the employee will be returned to that position without any job posting. In the event two or more employees held that same position (grade, title and duties) in the same Work Unit, the last employee laid off will be the first recalled.

Except for the above paragraph, all other vacancies will be posted, consistent with the applicable provisions of this Agreement. All internal candidates and eligible candidates on the Recall List will be considered concurrently in accordance with the normal process followed for filling vacancies.

If an individual turns down the position held prior to the layoff, or another position at the same grade, the individual will be dropped from the Recall List. If an individual turns down a position at a lower grade, the individual may remain on the Recall List.

Section 8 - The Employer agrees to hire in the reverse order of the layoff (the last employee laid off from a job will be the first recalled to that job). The last employee laid off shall be the first rehired providing, however, such employee has the qualifications of the job for which the employee is being rehired. Under no circumstances shall the Employer hire from the open market while employees on the Recall List qualified to perform the duties of the vacant position are ready, willing and able to be reemployed.

Section 9 - An employee recalled and reinstated to the former position held shall receive the

former rate of pay in addition to any wage increases that may have been negotiated for the job classification during the period the employee was on the Recall List.

Section 10 - Any notice of reemployment to an employee who has been laid off shall be made by registered mail to the last known address of such laid off employee.

ARTICLE XII – SALE OR OTHER TRANSFER OF CONTROL OF BUSINESS

In the event the Employer decides or is forced to relinquish control of its operations, or of any part of its operations, whether by means of a transfer of stock, a sale of assets, lease, merger, consolidation, relocation, receivership, proceeding in bankruptcy or by any other means, it shall, no later than thirty (30) days prior to the effective date, give written notice of such transaction, by certified mail, to the Union. Such written notice shall also be given promptly upon the filing of an involuntary proceeding in bankruptcy.

Upon request of the Union, the Employer, in accordance with its legal obligations, shall engage in bargaining concerning the effects of the transaction on employees covered by this Agreement.

The Employer agrees to make a prospective buyer aware of the existence of this Agreement, to provide the buyer with a copy of this Agreement and make a good faith effort to arrange for a meeting between the buyer and the Union Business Representative.

ARTICLE XIII - DISCHARGE

Section 1 - The Employer has the right to discharge any employee for sufficient and reasonable cause, as determined in the first instance by the Employer, by giving at least five (5) days of notice or five (5) days of pay in lieu thereof to the employee prior to such action except where an employee's conduct is of a nature that continued employment would be detrimental to the safe operation of the Employer. If the discharge is due to dishonesty or insubordination, such discharge may be immediate.

No notice shall be required hereunder of discharge in accord with rules and regulations governing lateness and/or absence.

Section 2 - If, upon joint investigation by the Union and the Employer, or by decision of the Impartial Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, or that such discharge was too severe a penalty, such employee shall be reinstated to the former position without loss of seniority or rank and shall suffer no reduction in salary. Retroactive compensation for lost time, in whole or part, shall be granted at the discretion of the Impartial Arbitrator.

ARTICLE XIV - BULLETIN BOARDS

Bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities. All notices shall be submitted to the Employer or its designated representative before being posted. Approval shall not be withheld unreasonably by the Employer.

ARTICLE XV - RATES OF PAY

Section 1 – The Employer agrees to grant the following increase to all eligible employees who were on the payroll of the Employer on March 31st immediately preceding the date of the increase.

Effective June 1, 2022, all Bargaining Unit Employees shall receive an across the board general wage increase of three and one half percent (3.5%). All minimum and maximum pay rates shall be increased by three percent (3.5%).

Effective June 1, 2023, all Bargaining Unit Employees shall receive an across the board general wage increase of three percent (3%). All minimum and maximum pay rates shall be increased by three percent (3%). However, if Non-Bargaining Unit Employees (NBUE) receive more than a 3% wage increase, Employees shall receive the same percentage wage increase as the NBUE.

Effective June 1, 2024, all Bargaining Unit Employees shall receive an across the board general wage increase of three percent (3%). All minimum and maximum pay rates shall be increased by three percent (3%). However, if Non Bargaining Unit Employees (NBUE) receive more than a 3% wage increase, Employees shall receive the same percentage wage increase as the NBUE.

The maximums and minimums of the labor grades reflected in Schedule "A" will be increased by 3.5% on June 1, 2022, 3% or the same percentage increase as the NBU on June 1, 2023, 3% or the same percentage increase as the NBU on June 1, 2024.

Employees whose base salaries are above the maximum of the assigned grade will be eligible for the above increases, but will receive the increase as a lump sum for any portion of the increase which is above the maximum of the salary range of the grade to which the employee is assigned.

Employees who receive a lump sum will have the option of receiving the money in a single cash payment or to contribute the equivalent amount to the Employer's 401(k) Plan, subject to IRS regulations and the Employer's Plan provisions

Effective April 2022, a one thousand two hundred dollar (\$1,200) bonus shall be paid to all Bargaining Unit Employees on condition that it is paid to all non-supervisory employees excluded from the bargaining unit (i.e. excluding Managers, Directors, Vice Presidents and Company Officers). An additional \$250, up to a total of \$2,200, will be paid for every \$1M that the Company exceeds its annual Plan. The bonus payment shall be made in a separate check.

Effective April 2023, a one thousand two hundred dollar (\$1,200) bonus shall be paid to all Bargaining Unit Employees on condition that it is paid to all non-supervisory employees excluded from the bargaining unit (i.e. excluding Managers, Directors, Vice Presidents and Company Officers). An additional \$250, up to a total of \$2,200, will be paid for every \$1M that the Company exceeds its annual Plan. The bonus payment shall be made in a separate check.

Effective April 2024, a one thousand two hundred dollar (\$1,200) bonus shall be paid to all Bargaining Unit Employees on condition that it is paid to all non-supervisory employees excluded from the bargaining unit (i.e. excluding Managers, Directors, Vice Presidents and Company Officers). An additional \$250, up to a total of \$2,200, will be paid for every \$1M that the Company exceeds its annual Plan. The bonus payment shall be made in a separate check.

Employees hired after June 30th of each year will receive a pro-rated bonus based on the number of months employed.

Section 2 - The parties agree to the Job Classification System with the automatic progressions as set forth in Schedule "A" for all employees which is attached hereto and made a part of this Agreement.

Section 3 - Any position not covered by Schedule "A" or any positions which may be established

during the life of this agreement shall be subject to negotiations between the Employer and the Union.

Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to the classification and rate of pay for the position. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the grievance procedure and arbitration machinery contained Article XIX, Section 3 of this Agreement.

After creating a new position, or significantly changing the duties of an existing position, the Employer will advise the Union in advance of the job posting to respond to any questions or concerns. Grade levels for positions covered by this Agreement will be subject to negotiations. Once the Employer has graded a position and has submitted it to the Union to negotiate the grade, the Union will advise the Employer of its specific position on the grade within five (5) working days. The Employer agrees to submit no more than three (3) positions to the Union within the five (5) working day period. If the Union has not provided its specific response on the grade within that timeframe, the grade for the position will be assigned based upon the Employer's recommendation. The response time may be extended subject to the agreement of both the Union and the Employer.

If the Employer determines that the duties and qualifications of an existing position have changed and the change results in the Employer recommending the position be upgraded, the Employer will negotiate the grade of the position with the Union if the new position is not already included in Schedule "A".

If a significant increase occurs in the duties and qualifications of a position (s), the employee(s) so affected will receive a salary increase equivalent to that given to an employee promoted to a new labor grade, or the minimum of the grade, whichever is greater.

<u>ARTICLE XVI - AUTOMATIC SALARY INCREMENT</u>

Section 1 - An annual salary increment will be granted on July 1st of each year only to those employees who were on the payroll of the Employer on March 31st immediately preceding the date of the increment.

Section 2 - The amount of the weekly automatic salary increment is as follows:

<u>GRADES</u>	<u>WEEKLY INCREASES</u>
Grades 12, 13 and 14	\$6.00
Grades 15, 16 and 17	\$8.00
Grades 18 and 19	\$10.00
Grades 20 to 26 Inclusive	\$12.00

Section 3 - The above increases, or portions thereof, will be granted until the employee reaches the maximum of the assigned grade.

ARTICLE XVII - PERFORMANCE APPRAISALS

Section 1 - The Employer shall have the right to develop and implement a performance appraisal program with periodic reviews.

Section 2 - Performance appraisals will be subject to the grievance procedure only if the overall performance rating is below a rating of "Regularly achieved performance

requirements/standards", or the equivalent, expected of a fully qualified/experienced person.

ARTICLE XVIII - TECHNOLOGICAL CHANGES

The Employer shall offer training to incumbent Bargaining Unit Employees necessary to maintain competency in their current position in light of technological changes.

ARTICLE XIX - GRIEVANCE MACHINERY AND ARBITRATION

It is the intention of the Parties to settle all differences through the grievance machinery and arbitration.

- **Section 1** A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.
- **Section 2** An aggrieved employee shall present the grievance, in writing and signed, within twelve (12) working days of its occurrence, or such grievance will be deemed waived by the Union, the employee and the Employer, as the case may be.
- **Section 3** In the event a grievance is properly and timely presented, as provided in the preceding section, the following procedure shall be followed:
 - Step 1 The employee and a Shop Steward shall take up the grievance with the employee's supervisor or Department Head. The employee's supervisor or Department Head shall agree to a Step 1 meeting to be held within five (5) working days after submittal of the grievance to the supervisor or Department Head. In the event the grievance is not satisfactorily settled within five (5) working days of the Step 1 meeting, the employee and the Shop Steward shall complete and sign a written grievance and shall serve the written grievance and the Step 1 meeting response on the designee of the Vice President, Human Resources within five (5) working days following the Step 1 meeting.
 - Step 2 The Chief Shop Steward and the grievant(s) will discuss the grievance with the Vice President, Human Resources or his or her designee within five (5) working days of the receipt of the grievance from Step 1. The Employer will submit a written response to the Union within five (5) working days of the Step 2 meeting. If not satisfactorily disposed of, the written grievance shall be signed by the Chief Shop Steward and forwarded to the Vice President, Human Resources for a Step 3 meeting within five (5) working days of the written response by the Employer.
 - Step 3 The Chief Shop Steward, the grievant(s), the Business Representative, the Vice President, Human Resources or his or her designee, the Vice President, Human Resources, and such other representative as may be designated by the Employer or the Union, shall meet within ten (10) working days of receipt of the grievance from the Step 2 meeting. The Employer will submit a written response to the Union within five (5) working days of the Step 3 meeting. If not satisfactorily disposed of, the Union may serve written notice to the Employer within thirty (30) working days of receipt of the Employer's written response from the Step 3 meeting of the Union's intention to arbitrate the case. Any grievance shall be deemed waived by the Union and/or the Employer if a written request for arbitration is not submitted to the American Arbitration Association ("AAA") within sixty (60) days from receipt of the Employer's response from the Step 3 meeting. The Union may request an additional sixty (60) day

extension in writing to submit the request to the AAA.

Any of the Steps in the grievance process may be extended upon the written mutual agreement of the parties. Class action grievances, terminations or suspensions shall be submitted directly to Step 2.

- **Section 4 -** The Parties agree that if they file for arbitration, they will utilize the rules and procedures of the AAA that apply to labor arbitrations.
- **Section 5** The decision of the Arbitrator shall be final and binding upon the parties hereto and the Arbitrator's fees shall be borne equally by the Parties.
- **Section 6** It shall be the intention of the Parties to settle all differences between them through the grievance machinery and arbitration in accordance with the provisions of t Article XIX. Therefore, the Employer agrees not to lock out employees and the Union agrees that it will not sanction a strike, slow down or work stoppage during the term of this Agreement.

ARTICLE XX – HEALTH & WELFARE

- **Section 1** The Employer agrees to provide the coverage and/or pay contributions for the following:
 - (a) Effective January 1, 2022, the Employer agrees to enroll each full-time Employee in the same medical plan(s) as those full time employees who are not members of the Union. The coverage tiers shall be: (1) Employee Only; (2) Employee + One; (3) Employee +Family. Administrative fees and claims will be paid for by the Employer. The medical insurance will be a high deductible plan ("HDHP") with in-network deductibles of \$1,500 for single coverage and \$3,000 deductible for family coverage and out of network deductibles of \$3,000 for single coverage and \$6,000 for family).
 - In 2022, the Employer will fund \$500 in a Health Savings Account ("HSA") for each Employee for single coverage (\$300 of which will be subject to employee's completion of various wellness activities presented by the Employer no later than September 30, 2022).
 - In 2022, the Employer will fund \$1,100 in a Health Savings Account ("HSA") for each Employee for family coverage (\$300 of which will be subject to employee's completion of various wellness activities presented by the Employer no later than September 30, 2022).
 - (b) In 2023, the Employer will fund \$500 in a Health Savings Account ("HSA") for each Employee for single coverage (\$300 of which will be subject to Employee's completion of various wellness activities presented by the Employer no later than September 30, 2023.
 - In 2023, the Employer will fund \$1,100 in a Health Savings Account ("HSA") for each Employee for family coverage (\$300 of which will be subject to employee's completion of various wellness activities presented by the Employer no later than September 30, 2023).
 - (c) In 2024, the Employer will fund \$500 in a Health Savings Account ("HSA") for each Employee for single coverage (\$300 of which will be subject to Employee's completion of various wellness activities presented by the Employer no later than September 30, 2024

In 2024, the Employer will fund \$1,100 in a Health Savings Account ("HSA") for each Employee for family coverage (\$300 of which will be subject to Employee's completion of various wellness activities presented by the Employer no later than September 30, 2024).

If the Employer increases the HDHP in-network deductibles over \$1,500 (individual) and \$3,000 (family) and/or the out of network deductibles of \$3,000 (single) and \$6,000 (family), the employer agrees to negotiate with Local 153 an increase to the HSA contribution.

The premium share for Employees for 2022, 2023 and 2024 will be a flat amount of \$400 per member per year irrespective of tier (single or family).

Employees will remain in the bargaining unit's dental plan.

Employees who choose to waive enrollment in the medical plan will receive a \$200 credit per month.

Results of wellness activities will not be seen by the employer in compliance with HIPAA.

The Union will have the option to shop and enroll the employees in a different health care plan during open enrollment each year if such plan does not cost the Employer more than the medical plan(s) in which those full time employees who are not members of the Union are enrolled. The Employer will provide Union with information reasonably necessary to allow Union to shop accordingly.

In the event no other health care is found before any annual enrollment period begins, the Employer will continue to provide coverage to the employees in accordance with Section 1 of this Agreement. The option to shop and enroll in an alternate plan will continue annually until the expiration of this Agreement. If the Union finds an alternate healthcare plan, participation by the employees in the alternate plan will not be a waiver of the Employer's coverage for purposes of the \$200 credit per month.

Effective January 1, 2022, the Employer agrees to enroll each full-time employee in the same vision plan as those full time employees who are no members of the Union. The tiers of coverage shall be: (1) Employee Only; (2) Employee + One; (3) Employee +Family. Premiums will be paid by the Employer.

The Employer agrees to administer and pay monthly contributions to DentaQuest for dental benefits for full-time employees as follows:

<u>Tier</u>	<u>Rate</u>
Employee Only	\$34.36
Employee + One	\$73.24
Employee +Family	\$110.00

The Employer agrees to pay dental renewal rates on an annual basis.

Section 2 - Effective January 1, 2022, the Employer is to provide the currently employed eligible employees, their spouses, and dependents with certain welfare benefits which may include group term life insurance, loss of time, accidental death and dismemberment and dependent life. A list of the benefit items covered for active employees is annexed to this Agreement under Schedule C.

Section 6 – After this Agreement expires, the Employer agrees to continue to make contributions

for benefits as set forth in Section 1 of this Article XX. During the period between the expiration of this Agreement and the execution of a successor contract, should the contribution rate be increased to maintain the level of benefits provided, the Employer agrees to pay that additional amount.

At any time following sixty (60) days after the expiration of this Agreement, the Employer will have the option of securing alternative welfare benefits coverage for all employees covered under the Agreement. Such coverage must be substantially similar to that provided under the terms of the expired Agreement.

Nothing in this Section obligates the Employer to continue to provide welfare benefits beyond those otherwise required by the Collective Bargaining Agreement or by law.

ARTICLE XXI - SEVERABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII - PART-TIME EMPLOYEES

Schedule "D" outlines the Union eligibility requirements, rates of pay and benefits for eligible parttime employees.

ARTICLE XXIII - MISCELLANEOUS

Section 1 - The Employer agrees not to discriminate against an employee because of activity as a member of the Union.

Section 2 - No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.

Section 3 - Neither the Union nor the Employer, in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, sex, religion, color, creed, national origin, age, marital status, sexual orientation, or disability (provided the disability, with reasonable accommodation, does not prevent the employee from performing the assigned duties required), veteran status, genetic predisposition and carrier.

Section 4 - Copies of all correspondence and notices concerning wages and working conditions shall be forwarded to the Chief Shop Steward.

Section 5 - The Employer agrees to continue the tuition refund program for employees interested in taking courses which are beneficial to the Employer, subject to such conditions and limitations as the Employer shall determine and publish. Effective April 1, 2013, Employees who are enrolled in an undergraduate or graduate program at an accredited college or university will be entitled to tuition reimbursement up to \$5,250 per calendar year in accordance with the Employer's policy for reimbursement. Employees who take approved courses at an accredited college or university which are not part of a college tuition assistance program approved by the Employer, but are approved on an individual course basis, are subject to reimbursement by the Employer up to \$3,000 per calendar year, in accordance with the Employer's policy for reimbursement.

"Tuition cost" is defined as the basic cost of the course including course registration fees, laboratory fees and required course textbooks. No late registration fees will be covered under "Tuition cost" except where incurred as a result of error on the part of the Employer.

The Employer will provide 80% of the tuition cost, as defined above, at the time of enrollment, subject to guidelines established by the Employer, and provided the employee meets all other requirements covered elsewhere here. The employee is responsible for payment of the remaining 20% of the approved tuition at the time of enrollment. At the employee's option, payroll deductions will be permitted for the employee's 20% of the approved tuition cost in accordance with guidelines established by the Employer. Required books are paid at 80%, but only on a reimbursable basis with required receipts. Employees must meet the academic requirements (grade "C" or better, except as required by the educational institution) and must submit grades and/or other official proof of successful course completion, within the required timeframe (July 15 for the Spring semester, January 30 for the Fall semester, and prior to Fall registration for courses taken during the summer). If employees are delinquent in submitting appropriate documentation, within the designated timeframe, approved future courses will be handled only on a reimbursable basis, after successful course completion.

Section 6 - Disciplinary actions for performance or other reasons, except for attendance, will be handled as follows:

- (a) Except as otherwise indicated herein, disciplinary actions will be removed from an employee's official personnel file if the employee has no disciplinary actions for a period of two (2) consecutive years. Any period of absence of more than three (3) months will be excluded when computing the two (2) consecutive year period.
- (b) Only Class II and Class III warnings will be placed in the Employee's official "confidential" file maintained in Human Resources after the two (2) consecutive year period.
- (c) Even though disciplinary actions will be removed from the employee's personnel file as indicated in (a) above, the Employer reserves the right to review past disciplinary actions, regardless of when they took place, in select circumstances, should any repetition of certain actions occur. Written warnings for performance, once removed from the personnel file, will not to be used as a barrier to promotion, transfers, or for progressive disciplinary action.

ARTICLE XXIV - MANAGEMENT RIGHTS

The Employer shall retain the exclusive rights and powers to select and hire, to suspend, discipline, demote or discharge, to promote to supervisory or other positions, all employees, 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 carrying on of business and operations. Such rights and powers shall not be exercised arbitrarily, nor unfairly, as to any employee and shall not be exercised so as to violate any provision of this Agreement. No rule, procedure, nor practice of the Employer shall be contrary to any provision of this Agreement.

ARTICLE XXV - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 31, 2019 and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement,

provided that in the event the Union serves written notice in accordance with this section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of this Agreement, any other provision to the contrary notwithstanding.

ARTICLE XXVI – SUBCONTRACTING

The Employer will have a discussion with the union prior to subcontracting any work performed by bargaining unit employees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers and representatives the day and year first above mentioned.

ULLICO INC.	OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO
Edward M. Smith Erdward M. Smith President and CEO, Ullico Inc.	Myra kulum. Myra^Hepburn Secretary/Treasurer
Tracy Coker Vice President, Human Resources	Seth Goldstein Business Representative
Stephanie B. Whalen President The Union Labor Life Insurance Company Unioncare LLC	John Edward Jours John Stones Chief Shop Steward
Christine J. Fletcher President, Ullico Casualty Group, LLC	Pamela Jefferson Shop Steward
Joseph®R. Linehan President, Ullico Investment Advisors, Inc.	Taurin (arraway Taurin Carraway Shop Steward
	Jocusigned by: Jayda Johew Jayda Askew, Shop Steward

SCHEDULE A - JOB CLASSIFICATION SYSTEM AND WEEKLY SALARY RANGES - ACTIVE POSTIONS						
Grade and position Year						
•	6/1/2022-12/31/2022		6/1/2023-12/31/2023		6/1/2024-12	/31/2024
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Grade 15:	\$751.15	\$1,294.69	\$777.44	\$1,340.00	\$804.65	\$1,367.21
General Clerk II						
Mail & Stock Clerk II						
Grade 16:	\$784.34	\$1,369.59	\$811.80	\$1,417.52	\$840.21	\$1,445.94
Group Life Claims Examiner*						
Grade 17:	\$821.71	\$1,456.92	\$850.47	\$1,507.92	\$880.24	\$1,537.68
Claims Sup Coordinator Stop Loss*				· ·		,
Group Life & Health Support Coordinator*						
Grade 18:	\$846.24	\$1,510.41	\$875.85	\$1,563.27	\$906.51	\$1,593.93
Billing Assistant				· ·		,
Claims Examiner Stop Loss*						
Group Stop Loss Billing Specialist				1		
Jr Claims Examiner*						
Home Office Administrative Specialist						
Mail and Stock Coordinator						
Grade 19:	\$870.74	\$1,564.10	\$901.21	\$1,618.84	\$932.76	\$1,650.39
Group Claims Support Specialist	\$670.74	\$1,504.10	Φ701.21	ψ1,010.04	ψ/32.70	\$1,030.37
Group Life Claims Examiner *						
Print Shop Technician						
Treasury Management Technician						
Grade 20:	\$895.30	\$1,602.24	\$926.64	\$1,658.31	\$959.07	\$1,690.75
Group Accounting Technician	\$693.30	\$1,002.24	\$920.04	\$1,036.31	\$939.07	\$1,090.73
Group Operations Specialist						
Group System Coordinator						
Marketing Assistant						
Pension Processor						
Secretary II						
Senior Accounts Payable Clerk **						
Senior Group Life Claims Examiner *						
Grade 21:	\$925.93	\$1,678.74	\$958.34	\$1,737.50	\$991.88	\$1,771.04
Assistant Mortgage Servicer	Ψ,23.,3	ψ1,070.7 P	\$750.51	\$1,737.30	\$771.00	\$1,771.01
Facilities Coordinator						
Financial Coordinator						
Policy Development Coordinator						
Reconciliation Technician						
Senior Statistical Coordinator						
Treasury Operations and Control Administrator						
Underwriting Coordinator						
Grade 22:	\$956.57	\$1,755.24	\$990.05	\$1,816.68	\$1,024.70	\$1,851.33
Accounts Payable Lead	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. ,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. , , =, 0	, , , , , , , , , , , , , , , , , , , ,
Assistant Underwriter						
Claims Specialist Stop Loss*						
Computer Technician						
Field Service Coordinator						
Group Field Accountant						

Group Life Claims Specialist**						
Group Systems Coordinator						
Policy Development Coordinator						
Underwriting Accounting Spec						
Underwriting Technical Assistant ***						
Grade 23:	\$1,015.25	\$1,892.86	\$1,050.79	\$1,959.11	\$1,087.56	\$1,995.88
Admin Supplemental Insurance						
Group Operations Analyst						
IT Technical Operations Project Coordinator						
Lead Reconciliation Technician						
Premium Billing Coordinator						
Senior Contract Analyst						
Senior Group Field Accountant **						
Service Coordinator						
Underwriting Accounting Spec						
Grade 24:	\$1,123.87	\$2,043.38	\$1,163.21	\$2,114.90	\$1,203.92	\$2,155.61
Associate Underwriter ****						
Financial Coordinator						
Group Premium Billing Coordinator						
Sales Development Coordinator						
Sales Development Specialist						
Senior Accountant ***						
Senior Claims Examiner Stop Loss**						
TPA Service Coordinator						
Grade 25:	\$1,213.79	\$2,206.90	\$1,256.27	\$2,284.14	\$1,300.24	\$2,328.11
Senior Computer Specialist ***						
Grade 26:	\$1,310.93	\$2,383.46	\$1,356.81	\$2,466.88	\$1,404.30	\$2,514.37
Case Manager – Stop Loss						
Medical Review Specialist Stop Loss						
* Positions regarded as job progression position						
** The highest level position in a job progression.						
*** Positions converted to BU positions after in						
**** Job progression positions that lead to non-	bargaining un	it positions an	d have specific	stipulations a	s to when	
the progression must occur.						1

SCHEDULE B - JOB CLASSIFIC	CATION SYS	TEM AND W	/EEKLY SAL	ARY RAN	GES - INA	CTIVE	
	Year						
Grade and position	6/1/2022-1	12/31/2022	6/1/2023-12/31/2023		6/1/2024-12/31/2024		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Grade 12:	\$671.48	\$1,122.10	\$694.98	\$1,161.37	\$719.31	\$1,202.02	
File Clerk I							
Grade 13:	\$696.01	\$1,159.51	\$720.37	\$1,200.09	\$745.58	\$1,225.31	
General Clerk I*							
Mail & Stock Clerk I*							
Switchboard Operator/Receptionist							
Grade 14:	\$720.52	\$1,219.54	\$745.74	\$1,262.23	\$771.84	\$1,288.33	
Life Claims Examiner Trainee*							
Reproduction & Control Clerk*							
Senior File Clerk**							
Grade 15:	\$751.15	\$1,294.69	\$777.44	\$1,340.00	\$804.65	\$1,367.21	
Audit Clerk							
Claims Management Systems Clerk							
Claims Record Control Clerk							
Senior Microfilm Operator**							
Grade 16:	\$784.34	\$1,369.59	\$811.80	\$1,417.52	\$840.21	\$1,445.94	
Accounts Payable Clerk*							
Direct Marketing Claims Assistant							
Facilities Technician							
General Clerk II*							
Group Claims Maintenance Clerk							
Income Accounting Billing Clerk*							
Grade 17:	\$821.71	\$1,456.92	\$850.47	\$1,507.92	\$880.24	\$1,537.68	
Banking Services Support Clerk		, ,	·	, ,	,	. ,	
Check Issuance Clerk							
Customer Service Technician/Switchboard Operator							
Direct Marketing Clerk							
Life Claims Clerk							
Marketing Assistant							
Refund/Draft Clerk							
Retention/Microfilm							
Senior Records Clerk							
Senior Reproduction & Control Clerk**							
Statistical Clerk II*							
Underwriting Support Technician (Home Office)							
Underwriting Technician (San Francisco)							
Unit Head, Record Retention Microfilm							

Grade 18:	\$846.24	\$1,510.41	\$875.85	\$1,563.27	\$906.51	\$1,593.93
Check Issuance Coordinator						
Compliance Assistant						
Direct Marketing Assistant						
Disability Claims Examiner						
Draft Reconciliation Clerk						
Eligibility Clerk						
Group Contracts Clerk						
Mortgage Accounting Clerk						
Mortgages Assistant						
Pension Records Clerk						
Senior Income Accounting Billing Clerk**						
Grade 19:	\$870.74	\$1,564.10	\$901.21	\$1,618.84	\$932.76	\$1,650.39
Group Accounting Technician						
Group Claims Support Specialist						
Life Claims Examiner						
Grade 20:	\$895.30	\$1,602.24	\$926.64	\$1,658.31	\$959.07	\$1,690.75
Account Reconciliation Clerk						
Disability Claims Specialist*						
Draft Processing & Banking Services Clerk						
Financial Accounting Technician						
Financial Coordinator						
Individual Marketing Assistant						
Investment Accounting Technician						
Mortgages Assistant II						
Plan Development Clerk						
Senior Bank & Suspense Account Reconciliation Clerk						
Senior Claims Examiner						
Senior Pension Records Clerk						
Senior Reprographics & Control Technician						
Senior Statistical Clerk						
Unit Head, Accounts Payable						
Grade 21:	\$925.93	\$1,678.74	\$958.34	\$1,737.50	\$991.88	\$1,771.04
Accounts Payable Technician						
Bank Reconciliation Clerk II (Treasury)						
Customer Service Representative (Direct marketing)						
Group Administrative Assistant						
Group Field Accountant*						
Group Marketing Assistant						
Quality Analyst						
Senior Corporate IS Project Assistant						
Senior Customer Service Representative (Claims)**						

SCHEDULE C - SCHEDULE OF BENEFITS FOR EMPLOYEES

A. The following health and welfare benefits continue to be provided by the Employer to eligible employees, subject to the terms and conditions obtained in the master group policies issued by the Employer covering its employees:

Long-Term Disability Insurance Plan

Waiting Period 180 days

Core Benefit 50% of base salary (\$4,000 per month limit)
Buy-Up Option* 66 2/3% of base salary (\$6,000 per month limit)

B. The following list of health and welfare benefits are provided by the Employer, effective January 1, 2022. The health and welfare benefits are provided through benefit vendors and are subject to the provisions of Article XX – HEALTH & WELFARE:

Life Insurance and Accidental Death and Dismemberment Insurance

Loss of Time Benefits

Spouse and Dependent Life Insurance

Supplemental Life Insurance (employee paid premiums) – employee, spouse, childe dependent

FOR EMPLOYEES AND DEPENDENTS

Preventative Care

Physician Services

Diagnostic Procedures

Emergency Medical Care

Hospital Care

Mental Health Services

Alcohol/Drug Abuse Services

Other services – as indicated in the Plan Design & Benefits listing

Family Planning

Pharmacy

Vision Benefits

Dental Benefits

All benefits shown above are subject to the terms and conditions contained in the United Health Care Choice Plus Plan (medical), DentaQuest Plan (dental) and VSP Plan (vision).

The following health and welfare benefits continue to be provided by the Employer to eligible employees, subject to the terms and conditions contained in the master group policies issued by the Employer covering its employees:

^{*} This feature is available if 25% of the eligible group elect coverage.

FLEX SPENDING PROGRAM

A pre-tax flexible benefits program, covering eligible dependent care expenses (up to the annually published federal maximum) and out-of-pocket eligible medical expenses (up to the annually published federal maximum) as outlined in the information provided to the Union.

SAVINGS AND INVESTMENT PLAN - 401(k)

The Employer will provide a Matching Contribution equal to 100% of the employee eligible contribution up to a maximum of three percent (3%) of base salary, subject to the Internal Revenue Code and according to the Ullico Inc. 401(k) Plan for the term of this Agreement.

PROFIT SHARING PLAN

The Employer will contribute on an annual basis one percent (1%) of each eligible employee's base annual salary (as defined in Ullico Inc.'s Profit Sharing Plan) into a profit sharing component of Ullico Inc.'s 401(k) Plan. The annual contribution by the Employer will be contingent upon Ullico Inc.'s profitability as measured by Ullico Inc.'s audited pre-tax income, adjusted for non-recurring transactions, as presented in the final year-end report to the Board of Directors, and excluding the profit sharing contribution. Profit sharing will be paid if/when it is paid for all non-bargaining unit employees.

RETIREE LIFE AND HEALTH COVERAGE

Employees who retire from service with the Employer and are age 65 or older, with a minimum of ten (10) years of continuous covered service immediately prior to retirement, will be entitled to the following benefits:

- A Medigap "C" or Medicare Advantage policy, or an equivalent, to supplement coverage under Medicare when the employee becomes eligible.
- Prescription drug coverage for retirees will be capped at a maximum benefit of two hundred dollars (\$200) per calendar year.
- Dental coverage under the terms and conditions of the policy under which the eligible retiree will be covered, to a maximum benefit of \$1,000 per year to be paid by the Employer.
- Group Term Life Insurance coverage at age 65 under the terms and conditions of the policy under which the eligible retiree will be covered, in the amount of \$10,000 to be reduced to \$5,000 at age 70.

In the event the Employer restores to non-bargaining unit employees any of the retiree life and health benefits that were reduced in Schedule C of the Collective Bargaining Agreement between the Parties dated April 28, 2004 through April 27, 2006, such benefits will also be restored for eligible bargaining unit employees at the same time.

OPEIU, LOCAL 153 PENSION FUND

Effective January 1, 2022, the Employer agrees to make weekly contributions to the OPEIU, Local 153 Pension Fund for each employee covered under the collective bargaining agreement as follows:

Rate	Year
\$33.67	April 1, 2022
\$34.68	April 1, 2023
\$35.72	April 1, 2024

The Fund is administered by a Board of Trustees composed of an equal number of Union Trustees and Employer Trustees designated by each respective group, pursuant to a Trust Agreement and a Pension Plan which conforms to all applicable laws and which has been approved by the Treasury Department as an exempt Plan. The Employer accepts the Trustees designated and is bound by the provisions of the Agreement and Declaration of Trust.

The Pension Plan provides, among other things, for payment of:

- (a) A normal pension at age 65 after five (5) years of service as defined in the Plan.
- (b) An early retirement pension at age 55 after fifteen (15) years of service as defined in the Plan.

The Board of Trustees shall have the right to determine the amount of benefits to be paid for such pensions.

AFL-CIO STAFF RETIRMENT PLAN

In addition to the contributions to the OPEIU, Local 153 Pension Fund, the Employer also provides a defined benefit pension plan through the AFL-CIO Staff Retirement Plan. Each employee is considered a participant in the Plan on his or her first day of active employment with the Employer. An employee becomes vested in a monthly pension benefit, payable at age 65, upon completion of 5 years of service with the Employer. The Plan provides a benefit upon retirement based upon a percentage of the employee's final average pay times the employee's number of years of service. Reduced benefits are available as early as age 55 after completing a minimum of 15 years of service. The Plan is funded by Ullico Inc. and other participating employers and requires no contributions from employees.

SCHEDULE D - PART-TIME EMPLOYEES

Benefits for part-time employees are limited to those specifically listed herein in Schedule D except as may be required by law.

ELIGIBILITY FOR UNION MEMBERSHIP

Part-time employees who normally work a minimum of fifteen (15) hours a week shall be members of the Union. This shall not apply to persons who normally work less than fifteen (15) hours a week, except for special periods during the year.

RATES OF PAY

Part-time employees shall be paid for only such hours as they actually work. The hourly wages of part-time employees shall be in accordance with Schedule "A" of this contract, increased by ten percent (10%). Part-time employees who convert to full time shall take a 10% salary reduction with the understanding that such employee's rate of pay must be within the salary range of the position to which the employee is being moved.

VACATIONS

- (a) Part-time employees shall be entitled to three-fourths (3/4) day of a paid vacation for each month in which they work sixty-four (64) hours, but not to exceed seventy-five percent (75%) of the number of days of vacation allowed full-time employees as determined by length of service, and shall be subject to all of the rules governing full-time employees.
- (b) Payment for such earned vacation shall be based upon the average daily earnings for the six (6) month period to May 1st of each year or from date of employment if less than six (6) months.

WELFARE BENEFITS

Welfare benefits for part-time employees to be provided by the Employer will be discussed, with the Employer's contribution not to exceed seventy-five percent (75%) of the contribution for a full-time employee covered by this Agreement.

DEATH IN FAMILY

In cases of death in the family, a part-time employee shall be granted the same leaves of absence as those granted full time employees that are set forth in Article VIII, Section 5 of this Agreement. Payment of salary shall be based upon the average daily earnings for the six (6) month period prior to the first (1st) day of the leave of absence or from date of employment if less than six (6) months.

PART-TIME EMPLOYEES WHO BECOME FULL-TIME EMPLOYEES

Part-time employees who become full-time employees shall be given seniority credit equal to seventy-five percent (75%) of the period they were employed as part-time.

SCHEDULE E – ULLICO INC. SUBSIDIARIES

The Union Labor Life Insurance Company Ullico Casualty Group, LLC Ullico Investment Advisors, Inc. Ullico Investment Company, LLC Ullico Management Company, LLC Unioncare, LLC

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