



**AGREEMENT**

between

**G.M.P.-Employers Retiree Trust**

and the

**Communications Workers of America, AFL-CIO**

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**June 1, 2012 - May 31, 2015**

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## AGREEMENT

This Agreement, made and entered into as of the 1st day of June, 2012, in Fort Myers, Florida, by and between G.M.P.-Employers Retiree Trust, 5245 Big Pine Way, S.E., Fort Myers, Florida 33907-5898, (hereinafter referred to as the "Trust"), and the Communications Workers of America, AFL-CIO, Orlando, Florida 32779 (hereinafter referred to as "Union"), is for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

### ARTICLE 1

#### RECOGNITION

Section 1. The Trust recognizes the Union as the sole collective bargaining agent of the employees in the unit described below, as certified in NLRB Case No. 12-RC-6888:

"All full-time and regular part-time office clerical employees employed by the Employer at its Fort Myers, Florida facility. Excluding: all other employees, confidential employees, guards and supervisors as defined in the Act."

Section 2. This Agreement contains the full and complete agreement between the parties on all bargainable issues. Any past practices, memoranda of understanding, or other agreements or understandings, written or oral, which are not specifically set forth in this Agreement, are null and void.

### ARTICLE 2

#### CHECKOFF



- Section 1. The Trust will make payroll deductions of Union dues and/or COPE contributions when authorized to do so by the employee on a form certified to the Trust by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.
- Section 2. Upon receipt of an individual written request on a form specified in Section 1 and signed by an employee covered by this Agreement, the Trust will deduct bi-weekly from such employee's wages the amount of Union dues and initiation fees specified in such request and forward monthly the full amount thus deducted less the administrative fee portion set forth below, to the Secretary-Treasurer of the Union or his authorized agent as directed. However, such authorization is revocable at the employee's request upon thirty (30) days' written notice to the Trust and the Union.
- Section 3. The Trust shall submit a monthly list of the names, addresses and social security numbers of employees in the bargaining unit, employees on whose behalf dues have been deducted, employee identifying numbers, seniority date of additions, date of termination, or date of transfer out of the bargaining unit for deletions. The payroll deduction remittance to the Union will be made during the first pay period in each calendar month.
- Section 4. The Trust will deduct authorized Credit Union payments from the wages of employees upon receipt of proper written authorization from an employee. All such deductions and remittances to the Credit Union shall be consistent with the payroll procedures of the Trust.
- Section 5. The Union agrees to indemnify and save the Trust harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deductions made pursuant to the provisions of this Agreement.

### ARTICLE 3

#### MANAGEMENT RIGHTS

Section 1. The management and operation of the Trust, its business, properties and facilities, and the direction of the working force remain vested exclusively in the Trust. These rights include, but are not limited to, the following: to hire, layoff, discipline or discharge employees for proper cause; to plan, direct and control operations and procedures; to determine standards of quality and quantity; to determine job content; to schedule work, make work assignments, and transfer employees to provide the necessary flexibility for the efficient operation of its business; to introduce new or improved methods or facilities and to make and enforce reasonable Trust rules for the maintenance of the discipline, efficiency, and safety of the working forces; to operate at the least cost to the Trust at all times.

#### ARTICLE 4

##### NO STRIKES OR LOCKOUTS

Section 1. It is hereby agreed by the Union and the Trust that, since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences and grievances, there shall be no resort to strikes, which includes work stoppages, slowdown of work or picketing, by an employee or group of employees, and there shall be no lockout by the Trust. In view of the foregoing, the Union agrees that it will not authorize any strikes or picketing by the employees.

Section 2. The Trust shall be entitled to discipline, including discharge, employees responsible for any violation of Section 1 of this Article.

#### ARTICLE 5

##### UNION REPRESENTATION

Section 1. The Union may elect no more than two (2) stewards who shall be recognized by the Trust as representatives of the Union upon written notification to the Trust. The Union shall promptly notify the Trust in writing of any changes of the employees holding such positions.

Section 2. Upon obtaining permission from an employee's supervisor, a steward shall be granted reasonable time without pay during working hours to investigate a grievance; such permission will not be unreasonably withheld. A steward shall suffer no loss of pay or benefits for time spent in Step 1 and/or Step 2 grievance meetings conducted under this Agreement. Time spent by a steward in Step 1 or Step 2 grievance meetings and in negotiations meetings with the Trust shall be considered time worked for purposes of calculating weekly overtime.

Section 3. The Trust shall provide a portion of its present bulletin board for the exclusive use of the Union.

Section 4. For purposes of this Agreement, the Trust will remove from an employee's personnel file disciplinary or counseling records that are older than three (3) years. Such records may be maintained in a separate EEO file for response to subpoenas or inquiries from government agencies.

## ARTICLE 6

### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a dispute or controversy arising out of or involving the interpretation or application of this Agreement. An employee shall have the right to first discuss any grievance with the employee's supervisor or the Union's designated representative. If the employee chooses, he or she may have the steward present at such a meeting. In the event such grievance is not resolved, the grievance shall be submitted and processed in the following manner:

Step 1: The aggrieved employee, the steward and the supervisor shall discuss the grievance within five (5) working days of the occurrence of the grievance.

Step 2: In the event the grievance is not settled by Step 1, the grievance shall be presented in writing to the Trust's designated representative within fourteen (14) working days after the discussions with the supervisor. Within thirty (30) calendar days of receipt of the

grievance, the aggrieved employee, the steward, and/or a representative of the Union shall meet with the Trust's representative to discuss the grievance.

Step 3: If the grievance is not settled in Step 2 above, it may, within thirty (30) calendar days, be referred to arbitration. The party seeking arbitration shall notify the other party, in writing, of intention to arbitrate.

Section 2. In the event of arbitration, the following shall apply:

(a) The arbitrator shall be selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the alternative striking method, with the party requesting arbitration striking first. The selection of the arbitrator shall be made within thirty (30) calendar days after the list has been received by both parties, unless the parties, in writing, mutually agree to extend this time. Prior to the hearing the parties will meet, prepare and sign a submission to arbitrate and the arbitrator shall decide only the issues set forth in such submission.

(b) The power of the arbitrator shall be limited to the written agreement, and he shall have no power to modify, change, add to or subtract from the terms of this Agreement, or to establish or change methods of operation. Any award by the arbitrator shall be strictly within the limits of the grievance as presented in writing.

(c) The Union and the Trust, respectively, will each bear its own expenses, but both parties shall share equally the expenses of the arbitrator, the arbitration hearing room, and other joint costs of arbitration which are mutually agreed upon.

Section 3. If any step in the grievance procedure is not taken within the time limit specified for such step in the grievance procedure, the grievance shall be waived and shall no longer exist. The time limit set forth in this Article may be extended by the parties, in writing, upon mutual agreement.

## ARTICLE 7

### DISCHARGE PROCEDURE

Section 1. In any case in which the Trust concludes that an employee's conduct may justify discharge, the employee shall be suspended without pay initially for not more than five (5) working days. The steward shall be notified as soon as possible. During such five (5) working day period and at the request of the Union, the Trust will meet with the Union to review the facts of the case. At the end of the suspension period, the Trust shall notify the Union of its final action and, upon the immediate submission of a written grievance, Section 1, Step 2 of the grievance procedure can be invoked. This Section shall not be used for any other purpose.

## ARTICLE 8

### WORKWEEK HOURS AND OVERTIME

Section 1. An employee will normally work thirty-seven and one-half (37-1/2) hours per week or seven and one-half (7-1/2) hours per day on Monday through Friday, inclusive, with one hour off for lunch with pay as directed by the Trust, or as otherwise directed by the Trust. For record keeping purposes only, and not for the purpose of limiting assignments or of scheduling, a day shall be considered as beginning at 12:01 a.m. and ending twenty-four (24) hours later; a week shall be considered as beginning at 12:01 a.m. on Monday and as ending seven (7) days later.

Section 2. An employee will be paid at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay for all work performed in excess of thirty-seven and one-half (37-1/2) hours per week. An employee will be paid at the rate of twice (2) and regular straight-time rate of pay for all work performed on the seventh (7th) day of the week.

Section 3. There shall be no duplication or pyramiding in computing premium pay and/or overtime pay and the same hours shall not be used twice in

computing premium pay and/or overtime pay under any provisions of this Agreement.

Section 4. No provision of this Article 8 (Workweek Hours and Overtime) and no other provision of this Agreement shall be construed as a guarantee to any employee of any number of hours of work or pay, or as a limitation upon the Trust's right to schedule overtime.

Section 5. The Trust will not schedule Saturday overtime more frequently than every other Saturday.

## ARTICLE 9

### SENIORITY

Section 1. The seniority of any employee is determined by length of the employee's service, computed in years, months, and days of most recent continuous employment. After an employee has completed the employee's ninety (90) calendar day probationary period, the employee's seniority shall be determined by the employee's length of continuous service from the employee's hiring date. Probationary employees may be discharged at the sole discretion of the Trust.

Section 2. Except as noted in this section, seniority shall be the determining factor in matters affecting promotions, demotions, and transfers between classifications, provided that the abilities, qualifications, and work records of the employees are determined to be reasonably equal. Any layoff within, or recall to, a classification shall be on the basis of the seniority of employees holding or laid off from, such classification.

Section 3. When a vacancy occurs in a classification or a new job is created, such vacancy or new job will be posted for a period of five (5) working days, and the Union will be notified of such posting. Nothing in this Section shall prohibit the Trust from filling a vacancy by the use of a temporary employee. However, prior to reclassifying the temporary to regular status, the vacancy originally filled by the temporary employee shall be posted for a period of five (5) working days.

The seniority of a temporary employee who is reclassified to regular employee status shall be determined by the length of the employee's continuous service in the position for which the temporary employee was hired. Service as a temporary employee shall not count toward an employee's probationary period. For purposes of Attachment A only, however, the wage rate of a temporary employee who is reclassified to regular employee status shall be determined by the length of the employee's continuous service from the date of hire as a temporary.

The use of temporary employees to fill any classification shall be limited to a term of employment not to exceed one (1) year.

Section 4. An employee's seniority shall be discontinued for any of the following reasons:

- (a) If the employee quits for any reason;
- (b) If the employee is discharged for cause;
- (c) If the employee violates Article 10 (Leave of Absence) of this Agreement;
- (d) If the employee is absent from work for three (3) working days without notifying the employee's supervisor;
- (e) If the employee fails to return to work from layoff;
- (f) If the employee is on a continuous layoff for one (1) year or for a period equal to the employee's seniority, whichever is sooner;
- (g) If the employee is absent from work due to illness or injury for one (1) year;
- (h) If the employee accepts gainful employment while on a granted leave of absence.

Section 5. Each employee shall furnish the Trust with the employee's mailing address and telephone number at which the employee can be reached and shall promptly furnish similar notice of any changes in the employee's mailing address or telephone number. Such mailing address or telephone number may be used by the Trust in giving any notice to the employee which may be required under this Agreement.

Section 6. The Trust shall comply with the applicable laws of the United States concerning the drafting, or enlisting of employees into the military service of the United States, and shall further comply with all applicable laws relating to the reinstatement of said employees to their employment following completion of their military service.

Section 7. The Trust may temporarily transfer an employee to a job outside of the employee's bid classification for up to thirty (30) calendar days without regard to Section 2 of this Article. In all such cases of temporary transfer, the employee will be paid the higher of the two applicable rates of pay.

Section 8. In the event of layoff, the affected employee shall receive seven (7) days' notice or seven (7) days' pay.

Section 9. The Trust will notify a steward immediately of all hires, promotions, demotions, layoffs, and permanent transfers.

## ARTICLE 10

### LEAVE OF ABSENCE

Section 1. At the discretion of the Trust, leave of absence without pay may be granted to any employee by the Trust upon written application stating good cause for such leave. The employee will supply the Trust with all information which the Trust deems pertinent to such a request. Such request will be made, where possible, at least two (2) weeks prior to the start of the requested leave. The Trust will consider such application based upon the cause stated therein and upon the work requirements of the Trust. Leave of absence will not exceed thirty (30) days unless extended by the Trust, and in any event will not exceed six (6) months in duration. No such leave will be granted for the purpose of enabling any employee to try out a position with another employer. If an employee fails to return to work at the expiration of such a leave, the employee will be considered to have quit voluntarily. An employee will not be entitled to any of the benefits of this Agreement while on leave of absence, except that insurance coverage will continue for the balance of the month in which the leave of absence begins and for the



next full calendar month. Thereafter, insurance coverage may be maintained by the employee by making advance payments of the premium to the Trust at the Trust's office. Vacation time and other time off may be substituted for non-paid leave at the request of the employee.

Section 2. The Trust may permit an employee to return early from an approved leave of absence. An employee returning at the end of an approved leave of absence of thirty (30) calendar days or less shall return to the employee's bid job; an employee returning from an approved leave of absence of thirty-one (31) or more calendar days shall occupy a job as assigned by the Trust.

Section 3. In the event an employee acquires a child by adoption, the employee shall be granted a leave of absence without pay for the length of time required by the agency involved in the adoption, not to exceed six (6) weeks.

## ARTICLE 11

### HOLIDAY PAY

Section 1. For purposes of this Agreement, the following shall be considered as holidays: New Year's Day; Presidents' Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving; Day after Thanksgiving; Christmas Eve; Christmas Day; **Day after Christmas**. If any such holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be recognized as the holiday for purposes of this section. If any such holiday is designated by applicable law to fall on a date different from any indicated in this Agreement, the date so designated shall be recognized as the holiday for purposes of this section.

Section 2. If an employee is not required to work on such a holiday, the employee shall be paid at the employee's regular straight-time rate of pay based on a seven and one-half (7-1/2) hour day. If any employee is required to work on such a holiday, the employee shall be paid at the rate of one and one-half times the employee's regular straight-time rate of pay

for the hours so worked, as applicable, plus holiday pay, if any, to which the employee might be entitled.

Section 3. Holiday hours paid for but not worked shall count as hours worked in the computation of weekly overtime when the holiday falls on an employee's regularly scheduled working day.

Section 4. To be eligible for holiday pay, an employee must work the entire shift of the last scheduled day before such holiday and the entire shift of the next scheduled day after such holiday, unless excused. An employee's absence from work on an eligibility day by reason of bona fide illness certified by an M.D., D.O., licensed chiropractor or licensed psychologist shall not disqualify such employee from holiday pay if the employee otherwise qualifies for holiday pay. If a holiday occurs during an employee's vacation, the employee shall be eligible for an additional vacation day if the employee works the entire shift of the last scheduled day before the employee's vacation, and the entire shift of the next scheduled day after the employee's vacation, unless excused.

Section 5. Employees may schedule and designate two (2) excused work days (EWD) to be used flexibly. An EWD may be divided into increments with a minimum of one (1) hour for any increment. An employee may take an EWD day with notice to Management prior to the beginning of the workday in which it is to be taken.

## ARTICLE 12

### VACATIONS

Section 1. An employee must be regularly and continuously employed by the Trust to be entitled to any paid vacation. The amount of paid vacation to which an employee is entitled shall be determined as of the employee's anniversary date. A full week of vacation shall be computed on the basis of thirty-seven and one-half (37-1/2) hours at the employee's regular straight-time rate of pay. An employee shall be paid the employee's vacation pay on the last regular pay day preceding the employee's vacation.

Section 2. To be eligible for a full-paid vacation, an employee must have worked twelve hundred (1200) hours in the preceding anniversary year; if less than this amount of hours has been worked, the employee shall receive a pro-rata paid vacation based on the percentage of the twelve hundred (1200) hours that the employee worked. (For example, if nine hundred (900) hours had been worked, the employee would receive seventy-five percent (75%) of the paid vacation to which the employee would have been entitled had the employee worked the full twelve hundred (1200) hours.) Holiday, vacation, and sick leave hours paid directly by the Trust but not worked by the employee shall be considered to be hours worked for purposes of calculating pro-rata vacation. An employee who loses seniority under Article 9 (Seniority), Section 4, Subsections (b), (c), (d), (e), (f), (g) and (h) will not be entitled to any paid vacation. An employee who loses seniority under Article 9 (Seniority), Section 4(a) will be entitled to pay in lieu of any unused vacation.

Section 3. To qualify for any paid vacation, an employee must first complete one (1) full year of employment with the Trust. In the following year (and successive years, as applicable), the employee may then take vacation in accordance with the following schedule:

<u>Seniority</u>	<u>Vacation</u>
1 year continuous service	2 weeks
5 years continuous service	3 weeks
10 years continuous service	3 weeks
11 years continuous service	3 weeks, 1 day
12 years continuous service	3 weeks, 2 days
13 years continuous service	3 weeks, 3 days
14 years continuous service	3 weeks, 4 days
15 years continuous service	4 weeks

Section 4. Vacations of a week or more in duration must be requested by an employee at least two (2) weeks in advance thereof. The Trust will schedule such vacations, taking into consideration the orderly operation of its business and the requests of its employees on a seniority basis. At least one employee will be granted, if requested,

vacation time during each week of each year. An employee's earned vacation may be taken on a day-at-a-time basis. The Trust will schedule such day-at-a-time vacations, taking into consideration the orderly operation of its business and the requests of its employees on a seniority basis. An employee may elect, with the approval of the Trust, to be paid for up to a full week of vacation in lieu of vacation time off.

Section 5. Vacation hours paid for but not worked shall count as hours worked in the computation of weekly overtime.

Section 6. An employee with twenty-one (21) or more years of continuous service will be paid for an extra day of vacation in lieu of time off. Such pay will be made with the employee's final vacation check for the year.

#### ARTICLE 13

##### SEPARABILITY

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time during the life of this Agreement such term or provision is no longer in conflict with any Federal or State law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 2. It is the intent of the parties to this Agreement that it shall not be administered or interpreted in such a way as to cause or constitute a violation of any law.

#### ARTICLE 14

##### EQUAL EMPLOYMENT OPPORTUNITIES

Section 1. This Agreement shall be administered and interpreted in accordance with applicable laws relating to age, ancestry, color, creed, disability, handicap, national origin, race, religion, sex, and Union membership or non-membership. Use herein of "he", "she", "his", "her" is for the sake of convenience only, and in each instance, shall be deemed to refer to employees of either gender.

## ARTICLE 15

### WAGES

Section 1. The following four classifications (and the individual jobs within same) are covered by this Agreement:

1. Group 1 (Receptionist; Mail & File 1).
2. Group 2 (Mail & File 2).
1. Group 3 (Claims Processing; Accounting, Enrollment; Billing).
4. Group 4 (Accounting/IT).

Wage rates and classifications will not be interpreted to limit assignment of work, or to commit the Trust to keep any job filled at all times or at any particular time or to maintain any particular number or quota of employees, if any, at such wage rates.

Section 2. The parties hereby adopt the wage progression system set forth on Attachment A to this Agreement. Step increases will be effective annually on the anniversary date of this Agreement (June 1). An employee promoted to a higher-rated group classification shall be placed at the "start" rate for the group, except when the "start" rate is less than the employee's current rate of pay, the employee will be placed on the wage progression at the next higher rate exceeding the employee's current rate of pay. A new employee may be placed on the wage progression up to the three-year rate to account for his or her previous education and/or experience.

Section 3. An employee shall receive, on the first payday in the month of December of each year, a Christmas bonus equal to thirty-seven and one-half (37-1/2) hours at the employee's straight-time rate of pay,

provided that the employee has then been employed for at least six (6) months. An employee who has been employed for less than six (6) months as of the first day of December shall receive a Christmas bonus equal to one-half (1/2) of the aforesaid amount.

Section 4. An employee who performs for a minimum of two (2) consecutive hours the function of employee medical claims processing, or other management duties as defined and assigned by the Trust, shall be paid for all hours so worked a premium of 20% of the employee's base rate of pay. An employee who performs for a minimum of two (2) consecutive hours the work of a higher-rated classification, as assigned by the Trust, shall be paid for all hours so worked a premium of 20% of the employee's base rate of pay, or be paid at the five-year rate for such classification, whichever is the lesser.

## ARTICLE 16

### FUNERAL LEAVE

Section 1. In the event of the death of an employee's mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, step-brother, step-sister, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, or a relative or close friend living in the same household, an employee will be granted up to three (3) days paid leave for the purpose of attending the funeral. In the event of the death of an employee's spouse, parent, child, step-child, or out-of-state funeral, an employee will be granted four (4) days. Additional time off with pay (vacation or EWD), or without pay may be granted at the discretion of the Trust.

## ARTICLE 17

### JURY DUTY

Section 1. An employee who misses work because of required jury duty or a subpoena for witness duty shall be paid for all straight time hours lost by reason thereof. An employee will return immediately to work in the event that the employee is released from jury or witness duty more than 2 hours prior to the regularly scheduled end of the employee's work day.

## ARTICLE 18

### PAID SICK LEAVE

Section 1. In the event of sickness or injury necessitating an employee's absence from work, an eligible employee shall be paid seven and one-half (7-1/2) hours of straight-time pay for each workday lost by reason thereof. After eight (8) continuous weeks of paid sick leave, an eligible employee's sick pay compensation shall be reduced to sixty percent (60%) of its former level; after a total of twenty-six (26) continuous weeks of paid sick leave, an eligible employee shall be covered by the Trust's long term disability policy.

Section 2. To be eligible for paid sick leave, an employee must have successfully completed the employee's probationary period and may be required to present medical verification satisfactory to the Trust of necessity for absence from work. Additionally, the following will apply to employees hired after March 1, 1997: for an employee with less than two (2) years' seniority, the first two (2) days of each instance of sick leave shall be without pay; for employees with more than two (2) but less than four (4) years' seniority, the first day of each instance of sick leave shall be without pay.

Section 3. An eligible full-time employee who returns from sick leave to work part-time shall continue to receive sick pay compensation for the hours not worked according to the formula in Section 1, above.

Section 4. Nothing herein shall be construed to limit the right of the Trust to discipline an employee for absenteeism.

ARTICLE 19

GROUP INSURANCE AND RETIREMENT

Section 1. The Trust shall maintain, during the life of this Agreement, its present group insurance and pension plans. On the effective date of this Agreement, the Trust shall also provide long term disability insurance coverage for employees; such coverage shall pay, to an employee, after six months of continuous disability, sixty percent (60%) of the employee's regular, straight-time rate of pay for a seven and one-half (7-1/2) hour day, maximum of \$1,500.00 per month.

Section 1a. Effective January 1, 2013, deductibles shall be the following amounts: \$150 per year per individual (medical plan); \$50 per year per individual (prescription drug plan); \$50 per year per individual (dental plan); and \$50 per year per individual (vision plan). The out-of-pocket maximum per year per individual shall be \$1,500; this maximum shall apply irrespective of whether the maximum was reached in the previous year.

Section 1b. An employee will make bi-weekly contributions for the following coverages:

	<u>Eff. 6/1/12</u>	<u>Eff. 1/1/14</u>
Employee	\$11.00	\$12.00
Employee + one dependent	\$24.00	\$25.00
Employee + two or more dependents	\$34.00	\$35.00

In the event of the passage of national health insurance legislation which has an impact upon the cost to the Trust of providing health insurance, this section shall be subject to re-opener negotiations upon thirty (30) days written notice by either party to this Agreement.

Section 1c. The prescription drug benefit applies to retail pharmacy and to mail-order prescription drugs. Effective January 1, 2013, after the deductible is satisfied, prescription drugs are covered as follows:

- Generic prescription drugs are covered at 90%.



- “Plan preferred” brand-name prescription drugs are covered at 75%.
- “Non-plan preferred” brand-name prescription drugs are covered at 60%.

**For maintenance prescription drugs, the above 90/75/60 percent benefit levels apply only if the employee or dependent participates in the mail order program. Maintenance prescription drugs purchased outside of the mail order program are covered at 50% (generics), 50% (plan-preferred), and 25% (non-plan preferred). Co-insurance amounts paid for prescription drugs by an employee/dependent shall not be applied to the yearly out-of-pocket maximum.**

Section 2. The Trust may amend its group insurance and pension plans, and design its long term disability insurance coverage, in order to assure compliance with applicable law. Upon advance notice to the Union, the Trust may also change insurance carriers for any plan, providing that benefit coverage shall not be reduced.

Section 3. In the event of a natural disaster which requires the Trust to layoff employees temporarily, the Trust will continue to cover employees under its group insurance plans for the entire month in which the layoff occurs and the month thereafter.

Section 4. The Trust agrees to establish a qualified 401(k) plan under which employees may make elective deferral contributions into their individual accounts up to the maximum amounts permitted under the Internal Revenue Code. The Trust will make matching employer contributions to the 401(k) plan of thirty-three and one-third percent (33-1/3%) of the amount contributed by each employee, up to a maximum Trust contribution of five hundred dollars (\$500.00) per contributing employee per year. The Trust is authorized to establish the 401(k) plan on such terms and conditions as are necessary to comply with requirements of the Internal Revenue Code and other applicable law and regulations and to designate the trustee(s), administrator, and other service providers for the plan.

## ARTICLE 20

### SUCCESSORSHIP

Section 1. In the event of sale, transfer, merger or consolidation of the Trust, the Trust will make its transferee, successor, or assign aware of the existence of this Agreement.

## ARTICLE 21

### HEALTH AND SAFETY

Section 1. The maintenance of proper health and sanitary conditions are of mutual concern to the Trust and the Union. The Trust will continue to make provisions for the safety and health of its employees during hours of employment. The Union and the employees will cooperate with the Trust in assuring conformance to all established safety regulations.

Section 2. A safety committee comprised of two members of management and two members of the bargaining unit shall be formed to address issues of health and safety (e.g., ergonomics) that may arise in the workplace. In the event of a forecast of inclement weather that may necessitate emergency measures, the committee will meet to discuss possible release from work and pay issues.

## ARTICLE 22

### SEVERANCE PAY

Section 1. In the event of permanent closure or relocation of the Trust office resulting in termination of an employee's employment, an employee with more than two (2) years of continuous service with the Trust will be paid a severance payment of one week's regular straight-time pay for every year of continuous service with the Trust.

Section 2. Section 1 of this Article will also apply to any employee who loses seniority under Article 9 (Seniority), Section 4(f).

Section 3. This Article will not apply to any employee who declines an offer of employment or recall with the Trust or its successor or assign.

ARTICLE 23

TERMINATION OF AGREEMENT

Section 1. This Agreement shall take effect as of 12:01 a.m., June 1, 2012, and shall continue in effect until 12:00 midnight, May 31, 2015, and thereafter from year to year, subject to termination or modification as hereinafter provided.

Section 2. Should either party to this Agreement desire to terminate or modify this Agreement upon any termination date, at least sixty (60) days prior written notice by certified mail, return receipt requested, of such intent must be given to the other party hereto.

IN WITNESS WHEREOF, G.M.P.-Employers Retiree Trust, by its duly authorized representative, and Communications Workers of America, AFL-CIO, by its duly authorized representatives, and acting on their own behalf and as representatives for all employees comprising the bargaining unit, have signed this Agreement, this 25<sup>TH</sup> day of OCTOBER, 2012.

G.M.P.-Employers Retiree Trust

Communications Workers of  
America, AFL-CIO

Marvin Barnes

Bill Eubank

Greg Maddam  
John Decker

## ATTACHMENT A

<b>Group 1</b>			<u>GROUP I</u>	6/1/2012	6/1/2013	6/1/2014
Start	7.68					
90 days	8.00	Receptionist	Priest	*10.50	**10.50	***10.50
1 year	8.50					
2 years	8.99					
3 years	9.49					
4 years	9.99					
5 years	10.50					
<b>Group 2</b>			<u>GROUP II</u>			
Start	10.50	Mail & File 2	Brunnet	*16.88	**16.88	***16.88
1 year	11.77					
2 years	13.05					
3 years	14.43					
4 years	15.70	Accounting	Devlin	*21.02	**21.02	***21.02
5 years	16.88	Processor	Fulmer	*21.02	**21.02	***21.02
		Processor	Cichy	19.35	20.19	21.02
<b>Group 3</b>		Enrollment	Smith	19.35	20.19	21.02
Start	16.88	Enrollment	Decker	19.35	20.19	21.02
1 year	17.70	Billing	McFadden	19.35	20.19	21.02
2 years	18.53	Accounting	Sawyer	20.19	21.02	***21.02
3 years	19.35					
4 years	20.19					
5 years	21.02					
<b>Group 4</b>			<u>GROUP IV</u>			
Start	21.02	Accounting/IT	Miller	24.20	25.02	***25.02
1 year	21.82					
2 years	22.61					
3 years	23.40					
4 years	24.20					
5 years	25.02					

\* \$575 lump sum payment during first payroll period of contract year

\*\* \$600 lump sum payment during first payroll period of contract year

\*\*\* \$700 lump sum payment during first payroll period of contract year