

AGREEMENT

BETWEEN

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

LOCAL 32

3350 Highway 138, Bldg.2 Ste. 125

Wall, New Jersey 07719

AND

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS, LOCAL UNION 98, AFL-CIO

1719 Spring Garden Street

Philadelphia, PA 19130

JUNE 1, 2018 through May 31, 2021

AGREEMENT

AGREEMENT, entered into this 1st day of June 2018, by and between INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 98, AFL – CIO, address 1719 Spring Garden Street, Philadelphia, Pennsylvania 19130, hereinafter referred to as the “Employer” and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 32, affiliated with the American Federation of Labor and the Congress of Industrial organizations, hereinafter referred to as the “Union”.

WHEREAS, the parties hereto desiring to cooperate in maintain a proper and harmonious relationship, clearly defining mutual obligations, stipulate and agree as follows:

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining representative with respect to rates of pay, wages, hours of work and other terms and conditions of employment of all the office and clerical employees performing work in the service of the Employer.

ARTICLE II

UNION MEMBERSHIP

Section 1. All unit employees who are members of the Union on the effective date of this Agreement, or who join the Union in the future, must remain members in good standing for the duration of this Collective Bargaining Agreement, as a condition of employment, except that such employee or employees may resign from the Union during a (15) day period immediately prior to the termination of this agreement. Notification of termination must be in writing and sent certified mail, return receipt requested, to the Employer at the Employer’s principal place of business and to the Union at the address to which the Employer sends initiation fees and dues deducted from the employee’s paycheck pursuant to the terms and provisions of this Agreement.

All work done by members of this Union to carry the Office & Professional Employees International Union Label; either the typed OPEIU-32, AFL-CIO, or the official rubber stamp.

Section 2. New Employees may be required to work on probation, not to exceed a period of thirty (30) days. After completion of the thirty (30) days probation all

new employees shall become a member of the Union in good standing and shall enjoy all benefits as stated in this Agreement.

Section 3. The Union agrees to furnish competent members on forty-eight (48) hours' notice, providing their services are available. The Employer shall have the right to employ persons who are not members of the Union but any such new employees shall become and remain members in good standing (as defined by applicable law) on the thirtieth (30) day after the beginning of their employment.

Section 4. The Union agrees that the Employer, in times of emergency, may employ temporary Employees who may or may not be members of the Union, for a period not to exceed twelve (12) weeks. After a twelve (12) week period, such temporary Employee shall be considered as permanent Employee and shall be required to join the Union, and such Employee shall be covered by and entitled to all rights, privileges and benefits of this Agreement. All temporary Employees who are not members of the Union shall be required to have a work permit from the Union upon beginning employment.

Section 5. The Employer agrees to deduct union initiation fees and dues from the wages of each Employee who executes an appropriate dues checkoff authorization. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1. The regular work week shall consist of not more than forty (40) hours on a schedule of not more than eight (8) hours per day, exclusive of the lunch hour, between Monday and Friday, inclusively.

Section 2. Overtime hours in excess of forty (40) hours in one (1) week shall be compensated at the rate of time and one-half, with the provision, however, that all work performed on Saturday shall be compensated at the rate of time and one-half and all work performed on Sunday, holidays and all Local 98 elections hereafter specified, shall be compensated at the rate of double time.

Section 3. Paid holidays and excused absences shall be considered time worked for the purpose of computing overtime.

Section 4. There shall be equal and impartial distribution of all overtime work wherever practical.

Section 5. Every reasonable effort will be made to notify the Employee involved, sufficiently in advance, about overtime work assignment.

ARTICLE IV

HOLIDAYS

Section 1. The following holidays, or the day celebrated, shall be observed with full pay:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day

Thanksgiving

Christmas Day
One (1) Personal Day

All holidays specified above shall be guaranteed with full pay, i.e., in the event that any of the above specified holidays fall on a Sunday, then the day observed by the State or Nation or by proclamation, shall be observed. Any of the above specified holidays falling on a Saturday shall be celebrated with full pay on either the preceding Friday or the following Monday. The Employer, at his option, may stagger the Employees observance of Holidays falling on Saturday by dividing the group between Friday and Monday so that the office may be kept open, if necessary.

Section 2. Any Employee who is requested to perform any work on any said holiday shall be guaranteed eight (8) hours work, or pay in lieu thereof, at the applicable rate.

Section 3. An Employee who works on such holiday shall be compensated for hours worked at two (2) times his regular rate of pay, plus his holiday pay.

ARTICLE V

VACATIONS

Section 1. The vacation period shall be from June 1st through September 30th of each year. Vacations may be taken at other periods if mutually agreed upon by the Employer and the Employee.

The Employer agrees to grant, and the Employees shall receive vacation pay as follows:

- a) Each Employee who shall have been employed for six (6) months but less than one (1) year, by June 1st of each year, shall receive one (1) weeks' vacation with pay.
- b) Each Employee who shall have been employed for one (1) year but less than five (5) years by June 1st of each year, shall receive two (2) weeks' vacation with pay.
- c) Each Employee who shall have been employed for five (5) years but less than ten (10) years by June 1st of each year, shall receive three (3) weeks' vacation with pay.
- d) Each Employee who shall have been employed for eleven (11) years by June 1st of each year, shall receive three (3) weeks, plus one (1) days' vacation with pay.
- e) Each Employee who shall have been employed for twelve (12) years by June 1st of each year, shall receive three (3) weeks, plus two (2) days' vacation with pay.
- f) Each Employee who shall have been employed for thirteen (13) years by June 1st of each year, shall receive three (3) weeks, plus three (3) days' vacation with pay.
- g) Each Employee who shall have been employed for fourteen (14) years by June 1st of each year, shall receive three (3) weeks, plus four (4) days' vacation with pay.
- h) Each Employee who shall have been employed for fifteen (15) years by June 1st of each year, shall receive four (4) weeks' vacation with pay.
- i) The Employer agrees to pay up to one (1) week of unused vacation days.
- j) Employees with 20 or more years of service shall receive two (2) additional days' pay on May 31st of each year of this agreement.

In calculating vacation pay, Employees shall be compensated on the basis of their regular rate of pay for a forty (40) hour week.

Section 2. All vacations to be allotted impartially according to seniority rights. Schedule of vacations to be posted prior to June 1st. All vacation periods shall be

continuous wherever practicable, except that where Employee is eligible for a third week of vacation, the third week may be taken outside the vacation period as stated in Section 1 of this Article, by mutual agreement between the Employee and the Employer. Where eligible for four (4) weeks' vacation, no more than two (2) consecutive weeks may be taken, except by mutual agreement between the Employee and the Employer. If an Employee requests that all or part of his/her vacation be taken on a day by day basis, the Employer shall consider granting same provided ample notice is given.

Section 3. If a legal holiday, as specified in this agreement occurs during the vacation period of an Employee, and additional day, with pay, shall be added to the vacation period.

Section 4. In the event Employee leaves employment and is eligible for vacation, vacation pay shall be granted as accrued on a monthly basis, i.e., where eligible for vacation up to two (2) weeks, 1/6 of one week's salary for each month of service as of the date Employee leaves employment; where eligible for three (3) weeks' vacation 1/4 of one week's salary as of the date such employee leaves employment; where eligible for four (4) weeks' vacation, 1/3 of one week's salary as of date such Employee leaves employment.

Section 5. Any employee required to work during their respective vacation periods shall, in addition to their vacation pay, receive double time for all hours worked. Work during vacation periods shall be upon voluntary acceptance by Employees. All Employees shall be paid their vacation pay before commencement of their respective vacation periods.

Section 6. A regular Employee who has completed the probationary period will be granted up to three (3) days off with pay to cover absence caused by death in his/her immediate family, which includes and is limited to spouse, father, mother, brother, sister, children, grandchildren and grandparents.

ARTICLE VI

DISCIPLINE AND DISMISSALS

Section 1. The Employer agrees not to discipline or dismiss its Employees except for just and sufficient cause; nor to discriminate against, or discharge any member for his or her action in behalf of the Union; nor to dismiss an Employee without two (2) weeks' notice; providing, however, the Union shall have the right to investigate dismissals for cause and, in the event such dismissal is found to be unjust, Employee shall be reinstated and compensated for time lost as a result of such discharge. If any Employee is discharged for fraud, dishonesty or other conduct inimical to the interests of the Employer, the two (2) week period is dispensed with.

Section 2. Employees discharged, except for dishonesty, or laid off, or who voluntarily quit, who are entitled to a vacation but have not as yet received it, shall be given such vacation, with pay, before termination of their employment, or shall receive salary in lieu of vacation. Notice of discharge may not be given during the vacation or during the two (2) weeks preceding.

ARTICLE VII

SENIORITY

Section 1. It is agreed that the principle of Employee seniority shall prevail at all times.

Section 2. In all cases of increase or decrease of working forces, promotions, demotions, lay-offs and transfers, where Employee has sufficient qualifications to perform the duties required, seniority shall govern.

Section 3. In case of lay-off due to reduction of force, the Employee with the least amount of seniority shall be laid off first and, in rehiring, Employees shall be rehired in the reverse order in which they were laid off, wherever practicable.

Section 4. An Employee's seniority shall be considered as the length of an Employee's service with the Employer from the original date of hiring. Loss of time due to sickness, accident, maternity leave or lay-off shall not be construed so as to interfere with the Employee's seniority.

ARTICLE VIII

GRIEVANCES

Section 1. In order to put the foregoing into effect, there shall be a shop steward or committee, elected by the Employees, who shall handle all matters of mutual interest that may arise.

Section 2. (a) Any Employee who desires to present a complaint or grievance shall, in the first instance, present the matter to the shop steward or committee for investigation and the said shop steward or shop committee shall, if the complaint

seems justified, present the same for adjustment to the representative of the Employer designated for that purpose. If said parties cannot satisfactorily adjust the matter within forty-eight (48) hours, then

(b) The matter in dispute shall be taken up for adjustment by and between the Union representative and the Employer or the Employer's representative. In the event that said parties cannot adjust the matter within three (3) days, then

(c) The matter in dispute shall be submitted to arbitration in accord with the provisions of Article IX, Arbitration.

Section 3. The Business Representative of the Union shall have access to the Employer's offices and members for the adjustment or discussion of official Union business.

ARTICLE IX

ARBITRATION

Section 1. In the event of any grievance arising which cannot be settled in accordance with Article III, Section 2 of this Agreement, it is agreed that machinery for arbitration shall be set up within forty-eight (48) hours; such arbitration shall consist of a board composed of one (1) representative of the Employer and one (1) representative of the Union, these two (2) to select a third member who shall act as Impartial Chairman. In the event of a failure of the first two to agree upon a third member within forty-eight (48) hours, then the American Arbitration Association shall be requested to furnish a panel of names suitable, one of whom may be selected to act as the third (impartial) member of the Board. The decision from such arbitration must be rendered within two (2) weeks and shall be final and binding upon both parties hereto. The expense of such arbitration, including the fee of the Impartial Chairman, shall be borne by the parties equally.

Section 2. There shall be no strikes or lock-outs throughout the duration of this Agreement.

ARTICLE X

WAGE RATES

Section 1. The Employer agrees to pay to its Employees, and the Union agrees to accept the wage scale for the various classifications set forth and contained in the "Schedule of Wages" attached hereto; however, that nothing contained in this Agreement shall operate to reduce the wages of any Employee.

Section 2. The wage scales contained herein shall be considered as minimum scales, and shall not prevent the payment or negotiation of higher wages.

ARTICLE XI

EMPLOYEE BENEFITS

Employee benefits, if any, including Health and Welfare, Pensions and such others as may be agreed to by the parties to this Agreement, shall be contained in Appendix B, attached hereto, and made part hereof.

ARTICLE XII

BOTH PARTIES HERETO AGREE AND UNDERSTAND

Section 1. That Employees will not be asked to make written statement or verbal contract which may conflict with this Agreement.

Section 2. That no Employee is to suffer any reduction in wages if transferred to other work.

Section 3. That the Union agrees to compel its members to give two (2) weeks' notice before quitting. If member leaves without giving two (2) weeks' notice, the Union shall take disciplinary action, unless it is imperative to the Employee's future welfare that Employee leave upon shorter notice.

Section 4. That when member leaves, Employer agrees, on request to issue a statement as to his or her character of services.

Section 5. That no clause in this Agreement be understood to imply a lowering of the working conditions heretofore existing in the office.

Section 6. The Employer agrees there shall be no established maximum age limit in hiring of Employees.

Section 7. Any change in the administration of the affairs of the Employer shall not result in the discharge or discrimination against any Employee.

Section 8. The Employer shall retain the right to conduct background checks of employees.

Section 9. The attached drug and alcohol policy shall apply to all employees covered by this Agreement.

ARTICLE XIII

DURATION OF AGREEMENT

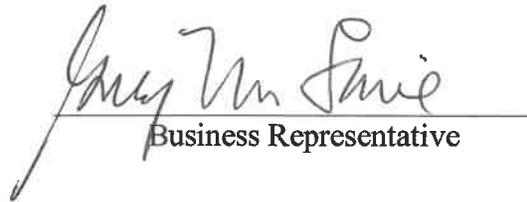
This Agreement shall become effective upon ratification by the Union and shall remain in full force and effect until May 31, 2021, and thereafter from year to year, unless changed or terminated by either party. Either party desiring to change or terminate the Agreement must notify the other, in writing, at least sixty (60) days prior to June 1 of any year in which notice of change or termination is given.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, dated 1st day of June, 2018.

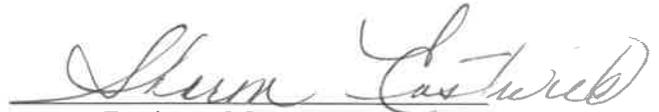
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL
UNION 98, AFL – CIO

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 32, AFL – CIO


Business Manager


Business Representative


Financial Secretary


Business Manager
Secretary/Treasurer

Dated: 6/26/18

APPENDIX B

SICK LEAVE

The Employer agrees that during the term of this Agreement ten (10) days sick leave shall be allowed during any one (1) contract year to any regular Employee covered by this Agreement, who is sick and is unable to perform his/her regular duties, and proof of same is submitted to the satisfaction of the Employer. Any sick leave days shall be compensated for at the Employee's regular rate of pay.

The Employer agrees to provide accident and sickness benefits of \$200 per week disability pay for 26 weeks.

The Employer agrees to provide welfare benefits coverage through the IBEW Local 98 Health and Welfare Fund at the same level as is provided to employees working under Local 98's Commercial Agreement. Such coverage shall be paid for by I.B.E.W. Local Union #98.

- a) The Employer shall pay the full cost of coverage under the above plan for all full-time Employees and their family covered by this Agreement without deduction from salary or other required payment by an Employee.
- b) Contributions for new Employees shall commence the first day of the month following thirty (30) days of employment, and will terminate on the last day of calendar month following thirty (30) days after termination of employment. Employees shall be eligible for coverage under the IBEW Local 98 Health and Welfare Fund in accordance with the rules of that fund.
- c) Any Employee who is granted a leave of absence will be terminated under the Welfare Plan in accordance with its rules unless the Employer is willing to continue making contributions for such person.
- d) The payments made to the Welfare Plan shall be used by it to provide welfare benefits for eligible Employees and their eligible dependents, if any, in accordance with the Plan's description.
- e) The Employer agrees to provide a Eight Thousand Dollar (\$8,000.00) Life Insurance Policy for all full-time Employees covered by this Agreement.
- f) The Employer hereby agrees to be bound as a party by all the terms and provisions of this Agreement.

EMPLOYEE BENEFITS

Employees with at least ten (10) years of service who retire on or after reaching age 62 and on or before June 1, 2008 shall have continued welfare coverage paid for by the Employer for a period of five (5) years from date of retirement. If dependents of such retirees are not covered by another medical plan (excluding Medicare), the Employer agrees to cover them under retirees' coverage for the same five (5) year period.

Employees with at least ten (10) years of service who retire on or after reaching age 62 and on or before June 1, 2009 shall have continued welfare coverage paid for by the Employer for a period of three (3) years from date of retirement.

Employees with at least ten (10) years of service who retire on or after reaching age 62 and on or before June 1, 2010 shall have continued welfare coverage paid for by the Employer for a period of one (1) year from date of retirement.

Employees who retire on or after June 1, 2011 shall not be entitled to continued welfare coverage paid for by the Employer after retirement.

Employer agrees to provide a group life insurance policy in the amount of \$8,000 for employees with 10 years of service who retire from Local 98.

All active Employees shall receive basic dental coverage.

Should the cost increase during the term of this Agreement, the difference shall be paid for by the Employer.

SCHEDULE OF WAGES

Effective June 1, 2018, all employees covered by this agreement shall receive an annual increase of (3%) percent.

Effective June 1, 2019, all employees covered by this agreement shall receive an annual increase of (3%) percent.

Effective June 1, 2020, all employees covered by this agreement shall receive an annual increase of (3%) percent.

Rates for new jobs to be negotiated between the Employer and the Union.

SEVERANCE PAY

The Employer agrees to grant to each Employee, by length of service, Two Hundred Dollars (\$200.00) per year upon Social Security Retirement or lay-off.

RETIREMENT PLAN 401 – K

The Employer shall contribute \$600.00 on January 1 of each year to each employee's 401 – K account. The Employer will continue to match up to \$75.00 per quarter of an employee's personal contribution to the 401 – K Plan.

NATIONAL ELECTRICAL BENEFIT FUND (NEBF)

In accord with and subject to the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, the employees shall participate in the NEBF. Unless authorized otherwise by the NEBF, the Employer will forward monthly to the NEBF or to its designated collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees, which amount shall constitute the Employer's contribution to the NEBF on behalf of the employees.

DRUG AND ALCOHOL TESTING POLICY

The Employer may require that employees provide urine, blood, breath, and/or other samples for drug and alcohol testing under the following circumstances:

1. All employees will be subject to for cause testing as a condition of being employed and continuing to be employed by the Employer.
2. In the event of an accident or injury, all employees associated with the accident or injury will be subjected to testing.
3. Independent professional personnel will supervise the collection of urine and blood specimens for testing. In the absence of a reasonable suspicion that the test subject will alter or substitute a urine, the collection personnel will not directly observe the collection of the urine specimen.
4. The Employer or its designated drug testing facility will take steps to preserve the chain of custody of specimens, in order to ensure testing accuracy.

5. Specimens will be tested only by laboratories that are properly approved to conduct drug and alcohol testing by the National Institute on Drug Abuse, the Department of Health and Human Services, or the College of American Pathologists.
6. Specimens will be tested only for the presence of alcohol, illegal drugs, and their metabolites.
7. The Employer will rely only on positive initial screening test results that also have been confirmed by gas chromatography/mass spectrometry or other methods of confirmatory analysis provided for by the National Institute on Drug Abuse, the Department of Health and Human Services, or the College of American Pathologists (“confirmatory test”).
8. Any testing subject who submits a diluted specimen will be asked to provide another specimen. Any testing subject who submits two consecutive diluted specimens will be deemed to have a positive test result.
9. The Employer will pay for any drug and alcohol test that it requests or requires.
10. The Employer will promptly communicate test results to test subjects. Any test subject may request a copy of his or her test result report.
11. The Employer will not disclose test results except as authorized by the test subject or as authorized, permitted, or required by applicable law.
12. Employees who refuse to undergo testing or who fail to cooperate with the testing procedures will be terminated.
13. Any test subject who tests positive on a confirmatory test on any drug and alcohol test required by the Employer may:
 - A. Submit additional information to the Employer, in a confidential setting, to try to explain the confirmed positive test result; and
 - B. Request in writing a confirmatory retest of the original sample, at his or her own expense, provided that the Employer must receive the request within five (5) working days after the test subject has been informed of the confirmed positive test result.

Confirmatory retest requested and paid for by the test subject may be conducted only by laboratories that are properly approved to conduct drug and alcohol testing by the National Institute on Drug Abuse, the Department of Health and Human Services, or the College of American Pathologists.

14. If the results of the test are positive, then any discipline shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer, Union and the employee. If the employee successfully completes such a program, the discipline shall be revoked. The employee must seek admission to such a substance abuse treatment program within fourteen (14) days of the notification of the positive test result; if the employee fails to seek admission within such time, or fails to successfully complete the program, the employee shall be terminated. If an employee who has availed him/herself of the provisions of this paragraph again tests positive within five (5) years of the date of the first test for drugs and/or alcohol, then the employee shall be terminated.

15. Any employee who, without prior inquiry or investigation by the Employer, admits to the Employer that he/she believes that he or she has a substance abuse problem may be permitted to resume his or her previous status upon successfully completing a rehabilitation program acceptable to the Employer.

MEMORANDUM OF UNDERSTANDING BETWEEN
LOCAL UNION 98, IBEW AND OPEIU LOCAL 32, AFL-CIO
TO THE ORIGINAL CONTRACT DATED JUNE 1, 2015 WITH THE EXCEPTIONS OF
CHANGES MADE THRU THE MEMORANDUMS OF UNDERSTANDING UP TO THE
CURRENT CONTRACT THAT EXPIRES MAY 31, 2021

THE PARTIES HAVE AGREED:

ALL TERMS AND CONDITIONS REMAIN THE SAME AS IN THE CURRENT
AGREEMENT WITH THE EXCEPTION OF THE FOLLOWING INCREASES:

2. WAGE INCREASE

Effective June 1, 2018 - 3% Increase
Effective June 1, 2019 - 3% Increase
Effective June 1, 2020 - 3% Increase

3. THE TERM OF THIS CONTRACT IS FOR THREE YEARS ENDING MAY 31, 2021



Sharon Eastwick
Business Manager/Sec-Treas.
O.P.E.I.U., Local 32



John J. Dougherty
Business Manager, IBEW 98



Greg MacLaine
Business Representative
O.P.E.I.U., Local 32



Francis W. Walsh
Financial Secretary, IBEW 98

DATE: 5/23/18

DATE: 5/18/18

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O.P.E.I.U., Local 32



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Business Manager, IBEW 98



Greg MacLaine
Business Representative
O.P.E.I.U., Local 32



Francis W. Walsh
Financial Secretary, IBEW 98

DATE: 5/23/18

DATE: 5/18/18

RECEIVED

MAY 21 2018

OPEIU
LOCAL 32



Local Union No. 98
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

1719 Spring Garden Street
Philadelphia, Pennsylvania 19130

Business Office: 215-563-2274
Financial Office: 215-563-8991
FAX: 215-561-2168

Proposal from Brian Burrows

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOCAL UNION 98, IBEW AND OPEIU LOCAL 32, AFL-CIO
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3. THE TERM OF THIS CONTRACT IS FOR THREE YEARS ENDING MAY 31, 2021

Signed by

DATE:

5-9-18

