

Collective Bargaining

Agreement

Between

The Northwestern Mutual
Life Insurance Company

and

Office and Professional
Employees International
Union, Local 9
AFL-CIO-CLC

Effective **March 1, 2021**
through **February 29, 2024**

(Portions changed significantly from the
2018 Agreement are indicated in bold.)

TABLE OF CONTENTS

Article	Title	Page
I	Union Recognition: Union Membership.....	1-2
	<u>Section 1: Covered Eligible Employees</u>	1
	<u>Section 2: Discrimination</u>	1-2
	<u>Section 3: New Member Letter</u>	2
	<u>Section 4: Dues Authorization Card</u>	2
	<u>Section 5: Electronic Funds Transfer (EFT) Deposit Of Dues to Union</u>	2
II	Regular and Temporary Employees (Definitions), Probationary Periods, Seniority, Layoffs, Displaced Employees.....	2-7
	<u>Section 1: Definition of Full-Time, Part-Time Employees, Temporary, and Long-Term Temporary Employees</u>	3-4
	<u>Section 2: Probationary Periods</u>	4-5
	<u>Section 3: Seniority</u>	5
	<u>Section 4: Layoffs</u>	5-6
	<u>Section 5: Displaced Employees</u>	6-7
III	Work Week, Overtime and Compensatory Time, Scheduling Modification, Time Clocks, Saturday as a Work Day, Work Schedules	7-12
	<u>Section 1: Work Week – Office Staff</u>	7
	<u>Section 2: Work Week – Building Services</u>	7
	<u>Section 3: Overtime and Compensatory Time</u>	7-9
	<u>Section 4: Voluntary Overtime, Mandatory Overtime and Scheduling Modifications</u>	9
	<u>Section 5: Saturday as a Work Day</u>	9-10

	<u>Section 6: 40-Hour Work Week and Assignment of Office Staff Work Schedules</u>	10-12
	<u>Section 7: Essential Services Pay due to Inclement Weather</u>	12
IV	Salaries and Equity Adjustments, Promotional, Base Pay, and Merit Increases, Temporary Employee Salaries, Reviews, Personnel Records, Probationary Increases	12-16
	<u>Section 1: Salaries and Equity Adjustments</u>	12-13
	<u>Section 2: Promotional and Base Pay Increases</u>	13-14
	<u>Section 3: Merit Increases</u>	14
	<u>Section 4: Merit and Senior Merit Increases</u>	14
	<u>Section 5: Temporary Employee Salary</u>	14
	<u>Section 6: Reviews</u>	14-15
	<u>Section 7: Personnel Records</u>	15
	<u>Section 8: Probationary Increases</u>	15
	<u>Section 9: Out-of-Pattern Increases</u>	15-16
V	Shift Differential (Definition, Starting Time Differential, etc.).....	16-17
	<u>Section 1: Rules</u>	16-17
	<u>Section 2: General</u>	17
	<u>Section 3: Off Shift</u>	17
VI	Trial Periods, Promotions, Demotions, Change of Job Level, Job Postings, Temporary Job Assignment Pay, Job Re-Evaluations, Shift Transfers, Interview Feedback, Testing.....	17-21
	<u>Section 1: Trial Periods</u>	17-19
	<u>Section 2: Promotions</u>	19
	<u>Section 3: Demotions</u>	19
	<u>Section 4: Change of Job Level</u>	19

	<u>Section 5: Job Postings</u>	20
	<u>Section 6: Temporary Job Assignments – Pay</u>	20
	<u>Section 7: Promotion Policy</u>	21
	<u>Section 8: Job Re-Evaluations</u>	21
	<u>Section 9: Shift Transfers</u>	21
	<u>Section 10: Interview Feedback and Testing</u>	21
VII	Paid Time Off Rules and Regulations (Scheduling, Seniority, Payout, Retirement, Schedule, Carryover, Maternity and Military Leave, Borrowing, Unpaid Time Off)	21-25
	<u>Section 1: PTO</u>	21
	<u>Section 2: PTO – Scheduling</u>	22
	<u>Section 3: PTO – Seniority</u>	22-23
	<u>Section 4: PTO – Payout</u>	23
	<u>Section 5: PTO – Payout Notice</u>	23
	<u>Section 6: PTO – Retirement</u>	23
	<u>Section 7: PTO – Schedule</u>	23-24
	<u>Section 8: PTO – Carryover</u>	24
	<u>Section 9: Exceptions</u>	24
	<u>Section 10: PTO – Family/Medical and Military Leave</u>	24
	<u>Section 11: PTO – Borrowing</u>	24
	<u>Section 12: PTO – Unpaid Time Off</u>	25
VIII	Holidays	25-26
IX	Complaints and Grievances	26-29
	<u>Section 1: Grievance Process</u>	26-28
	<u>Section 2: Documentation</u>	29
	<u>Section 3: Issues Impacting Union as a Whole</u>	29

	<u>Section 4: Availability of HR</u>	29
X	Discharge, Last Chance Agreement.....	29-31
	<u>Section 1: Discipline and Discharge</u>	29-30
	<u>Section 2: Last Chance Agreement</u>	30
	<u>Section 3: Grievance After Discharge</u>	30
	<u>Section 4: Discharge of Long-Term Temps</u>	30
XI	Cooperation.....	30-31
XII	Management Rights	31
XIII	Union Activities (Dues Collection, Union Bulletin Boards, List of Stewards).....	31-3
	<u>Section 1: Stewards</u>	31
	<u>Section 2: Bargaining Team</u>	31-32
	<u>Section 3: General</u>	32
	<u>Section 3: Union Bulletin Boards</u>	32
	<u>Section 5: List of Stewards</u>	32
XIV	Miscellaneous	32-34
	<u>Section 1: Funeral Leave of Absence</u>	32-33
	<u>Section 2: Uniforms and Safety Gear</u>	33
XV	Present Benefits	33
XVI	Career Development	33-34
XVII	Duration of Agreement.....	34-35
	Exhibit I ---New Salary Ranges---Office Staff.....	36-38
	Exhibit II---New Salary Ranges---Building Services Staff	39
	Exhibit III---New Salary Ranges---Restaurant Staff	39

Exhibit IV---New Salary Ranges---Orders and Material Handling Staff	40
Exhibit V---Guidelines for Patterns of Increases for Annual Merit and Senior Merit Increases.....	41
Exhibit VI--- Letters of Understanding.....	42-60
Company Driver	43
Production Standards	44
Joint Labor Management Relations Committee	45
Recognition Program	46
FINRA Licensing Pilot	47-48
Recognition Clause	49
Management Rights Provision	50
Work Breaks	51-52
Payroll Process	53
Temporary Staffing Agency Workers	54-55
Transition Pay – STD	56
Company/Union Study Committee – Call Wrap Up	57
Restaurant/Catering Compensation Review	58
Annual Incentive Pay	59-60
Supplemental Agreement	61-68
Exhibit A – Company-Sponsored Benefit Programs and Plans	63-68
XVIII Building Services Appendix	69-80
II Regular and Temporary Employees (Definitions), Probationary Periods, Seniority, Layoffs, Displaced Employees.....	69

	<u>Section 1:</u> Definition of Full-Time, Part-Time Employees, Temporary, and Long-Term Temporary Employees.	69
	<u>Section 2:</u> Probationary Periods.	69
III	Work Week, Overtime and Compensatory Time, Scheduling Modification, Time Clocks, Saturday as a Work Day, Work Schedules	70-71
	<u>Section 2.</u> Work Week – Building Services.	70
	<u>Section 3. Overtime and Compensatory Time.</u>	70-71
V	Shift Differential (Definition, Starting Time Differential, etc.).....	71-72
	<u>Section 1:</u> Rules	71-72
	<u>Section 2:</u> General	72
	<u>Section 3:</u> Off Shift	72
VI	Trial Periods, Promotions, Demotions, Change of Job Level, Job Postings, Temporary Job Assignment Pay, Job Re-Evaluations, Shift Transfers, Interview Feedback and Testing.....	72-73
	<u>Section 1:</u> Trial Periods	72-73
IX	Complaints and Grievances	73
	<u>Section 1:</u> Grievance Process	73
XIV	Miscellaneous	73
	<u>Section 2:</u> Uniforms and Safety Gear	73
	Exhibit II---New Salary Ranges---Building Services Staff.....	74-75
	Letter of Understanding, Skilled Trades Apprenticeship	76-78
	Letter of Understanding, Building Services Appendix	79
	Letter of Understanding, Company Union Study Committee On Call Pay	80

Collective Bargaining Agreement

This Agreement entered into this **15th day of March, 2021** by and between The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "the Company," and Office and Professional Employees International Union, Local **9**, AFL-CIO-CLC, representing the Home Office Employees of the Company, hereinafter referred to as "the Union."

The contracting parties desire that a maximum of well-being, contentment, and goodwill should result from the friendly deliberation on and fair disposition of all problems arising in the management-employee relationship.

The contracting parties further agree as follows:

ARTICLE I

Union Recognition: Union Membership

SECTION 1. Covered Eligible Employees.

The Company recognizes the Union as the sole collective bargaining representative for all regular employees and long-term temporary employees in the Home Office of the Company, except (1) members of management, (2) secretaries to **executives**, department heads and human resources officers, (3) the secretary to the Secretary of the Management Committee, (4) employees in the Corporate Offices Department, (5) the secretary to the Secretary of the Human Resources Committee, (6) the secretary to the Law Department attorney assigned to industrial relations, (7) guards and supervisors as defined in the Act, (8) secretaries and the administrative employees in the Law Department and in Budget and Expense Management, (9) other employees whose job duties regularly involve access to information used by management in collective bargaining or grievance handling (such jobs being set forth in a separate list which will be made and supplemented by mutual agreement between the Union and the Company from time to time), (10) the primary company driver, and (11) persons employed on a temporary basis. A "temporary employee" is defined as an employee who is either: (a) a full-time student, (b) an on-call employee, (c) an employee who is hired for job duties which are expected to last for a maximum of 12 months. All other employees shall be deemed to be regular or long-term temporary employees.

SECTION 2. Discrimination.

The contracting parties agree that in carrying out this Agreement neither will unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, disability, membership or nonmembership in the Union, Vietnam era veteran status, exercising rights under either the State or Federal family/medical leave laws, or any other factors prohibited by law. The contracting parties also agree that neither will take any action that would be in conflict with executive Order 11246 and regulations issued pursuant thereto by the Office of Federal Contract Compliance Programs. Complaints of a violation of this clause, including but not limited to, discrimination and/or workplace harassment claims, may be pursued through the

contractual grievance procedure in Article IX, but shall not be subject to arbitration. Nothing in this Agreement will prevent an employee from filing a complaint related to employment discrimination or harassment in violation of applicable law with the appropriate federal, state or local governmental agency.

SECTION 3. New Member Letter.

Immediately after being employed, employees shall become eligible for Union membership and the Company agrees, to submit to such employees a letter which states that the Union is the exclusive bargaining agent for all employees of the Company (to the extent that such employees are defined and included within this Agreement). **Upon application to the steward's and employee's managers, the Company will permit up to two (2) stewards to have thirty (30) minutes with new employees to explain the union privileges with them within the first thirty days of employment paid at their regular rate of compensation.**

SECTION 4. Dues Authorization Card.

Upon the written authorization of any member of the Union, the Company will deduct from their salary the current amount of Union dues. Any such authorization shall remain in effect until canceled by such employee by written notice to the Company and the Union. The Company will not actively solicit employees to submit Union cancellation forms. The form of such authorization shall be substantially as follows:

"I hereby authorize my Employer, The Northwestern Mutual Life Insurance Company, to deduct the current amount of my Union dues payable to OPEIU, Local 9, from my salary beginning and pay said amount over to said Local 9. This authorization will remain in effect until I advise you to cancel it by written notice to the Company and the Union Treasurer."

SECTION 5. Electronic Funds Transfer (EFT) Deposit of Dues to Union.

The parties agree that the Company shall deposit all monthly union dues by electronic funds transfer to the bank designated by the union on the fifteenth (15th) and thirtieth (30th) day of each month.

The union, upon written thirty (30) days notice to the Company, may discontinue EFT deposits.

The Company agrees to electronically transmit a detailed list of dues paying members to the Union (including Leave of Absence Reason) in a format compatible with software, such as Excel, Access or a format agreed to by both parties.

The Company agrees to continue to send the JB Moss Fund payment by check and to electronically transmit a detailed list of JB Moss contributors to the union in a format compatible with software, such as Excel, Access or a format agreed to by both parties.

ARTICLE II

Regular and Temporary Employees (Definitions), Probationary Periods,
Layoffs, Displaced Employees

SECTION 1. Definition of Full-Time, Part-Time Employees, Temporary, and Long-Term Temporary Employees.

- (a) A full time office staff employee is defined as an employee who is regularly scheduled to work a minimum of 1,950 hours per year.
- (b) See Building Services Appendix.
- (c) A regular part time employee is defined as an employee who performs work on a part time basis that cannot and is not currently being done on a full time basis, for a minimum of 1,000 hours per year.
- (d) A voluntary part time employee is defined as an employee who performs work that can be done and is currently being done on a full time basis, but where a business need allows for a part time arrangement, for a minimum of 1,000 hours per year.
- (e) A temporary agency worker may be used for an assignment for a period of eighteen (18) months or less. At the end of that period, if the need for the position still exists, it will be evaluated by the Department, with the assistance of Human Resources, to determine whether the status should be posted in accordance with current contract procedures. The Company agrees to notify the Union at the end of the eighteen (18) month period as to its intentions related to the temporary position. Further, the Company will provide the Union with a **quarterly** listing of all temporary staffing agency workers. This list shall contain the job title, department, vacancy start date and the period of time in that position.

This provision applies to temporary staffing agency workers, i.e., workers who are employed by a temporary staffing agency.

The Company agrees that the use of temporary staffing agency workers will not cause layoffs of regular employees, displacement of regular employees, job elimination of regular employees, or prevent the rehire of employees with recall rights. In addition, temporary staffing agency workers will not be used, other than on a temporary basis, to replace a regular employee's job left vacant due to retirement, termination, resignation or otherwise.

- (f) Long term temporary employees are used to fill temporary staffing needs which include, but are not limited to, disabilities, extended leaves, or projects. Projects, in general, are temporary in nature and are anticipated to last 18 months or less (although they may run longer if warranted). The Company agrees to inform the Union, in advance, of the staffing requirements and duration of anticipated projects as well as to update the Union on changes which could impact the duration during the course of the project.
1. Project positions allocated for staffing by regular employees will be posted and filled in accordance with the contract. If not filled through the posting process, they will be

filled by a long term temporary. Project openings which are the result of a long term-temporary termination may be filled by an agency employee.

2. If, upon completion of the project, no positions are changed to regular positions, regular employees will be considered as displaced and all other project employees will be terminated or used to fill other available temporary openings. If all or some of the project work results in regular employee positions, regular project employees will retain their project position, be placed in other available regular positions where qualified, or displaced.

SECTION 2. Probationary Periods.

No employee shall become a regular employee until the employee has satisfactorily completed a probationary period. The duration of the probationary period shall be determined according to the following:

Family(ies)	Level	Probationary Period
Administrative Services	Associate	4-8 months
	Intermediate	6-10 months
	Senior	6-10 months
	Lead	8-12 months
Accounting & Finance Investment Support Marketing & Communications	Associate	6-10 months
	Intermediate	6-10 months
	Senior	8-12 months
	Lead	8-12 months
Underwriting & Claims	Associate	6-10 months
	Intermediate	6-10 months
	Senior	8-12 months
	Lead	8-12 months
Legal & Regulatory, Information Technology	Associate	6-10 months
	Intermediate	8-12 months
	Senior	8-12 months
	Lead	8-12 months
Customer Service	Associate	6-10 months
	Intermediate	8-12 months
	Senior	8-12 months
	Lead	8-12 months

Market Rate (MR) and No Range (NR) jobs

8-12 months

Orders and Material Handling

Job Level	Probationary Period
DS1	4 - 8 months
DS2	6 - 10 months
DS3	6 - 10 months
DS4	6 - 10 months
DS5	6 - 10 months

Restaurant

Job Level	Probationary Period
R1	4 - 8 months
R2	4 - 8 months
R3	6 - 10 months
R4	6 - 10 months

Building Services: See Building Services Appendix

If the probationary period is extended beyond the duration noted above, no employee shall become a regular employee until the employee has satisfactorily completed the extended probationary period. During the probationary period or the extended probationary period, the Company shall be the sole and final judge of whether an employee shall be retained in its employment. The Company will provide the Union with a copy of the notice an employee receives whenever the probationary period is extended.

SECTION 3. Seniority.

Except as provided in Article VII, Section 3 (paid time off), length of service of all regular employees, present and future, shall be computed from the date of employment or, in the case of an employee rehired after voluntary termination or discharge for cause, the date of rehiring. For purposes of seniority, any period of continuous service previously performed by a rehired employee shall be added to the current period of service, but only if the break in service with the Company is less than 1 year and only after 1 year of service following rehire.

SECTION 4. Layoffs.

- (a) In the event of layoff because of lack of work, the Company will recognize the principle of seniority (length of service) and will apply it subject to the ability of the employees involved to perform the available work.
- (b) In implementing the provisions of subsection (a) above, seniority shall apply by Department and Company-wide as follows:
 - 1. An employee who is affected by a scheduled layoff shall first be assigned to an open position at their current job level and salary range on a Company-wide basis, provided the

employee has the qualifications to perform the job. If there is no open position at the employee's current job level and salary range, the employee shall then be assigned to move into an open position in lower job levels and salary range, provided the employee has the qualifications to perform the job.

2. If there is no such open position, the employee shall then displace the least senior temporary, long-term temporary employee, or probationary employee (in that order) at their job level and salary range or at lower job levels and salary range within their Department, provided the employee has the qualifications to perform the job.
3. If there is no such job held by a temporary, long-term temporary employee, or probationary employee in the employee's Department, the employee shall then displace the least senior probationary, temporary, or long-term temporary employee (in that order) on a Company-wide basis, provided the employee has the qualifications to perform the job.
4. If there is no such job held by a temporary, long-term temporary employee, or probationary employee on a Company-wide basis, the employee shall then displace the least senior regular employee within the employee's Department, provided the employee has the qualifications to perform the job.
5. If there is no such job held by a regular employee in the employee's Department, the employee shall then displace the least senior regular employee on a Company-wide basis, provided the employee has the qualifications to perform the job.
6. If no job is available following the foregoing procedures, the employee shall be laid off from work.
7. If under the foregoing procedures an employee is assigned to a job level and salary range below their current job level and salary range, the employee's salary shall be frozen at the current level until the salary is within the range of the new position.
8. If and when openings again become available for positions from which employees were laid off, the Company shall offer re-employment to such employees in the reverse order of layoff, so that the last person laid off will be the first offered re-employment, provided the employee has the qualifications to perform the job.

The interpretation or application of this Section and the Company's determination as to the qualifications of employees laid off, retained, and recalled shall be subject to Steps 1 and 2 of the grievance procedure provided in Article IX, but in no event shall be subject to the provisions of Step 3 or Step 4 of said grievance procedure.

SECTION 5. Displaced Employees.

The Company has a long standing practice of finding another job for an employee displaced due to the elimination of the employee's job. The Company will continue to give priority consideration, in order of seniority,

to displaced employees in relation to the job posting process, providing they have an established record of favorable performance, an acceptable work history, and no performance or attendance problems.

Vacancies include open regular status positions. If a suitable opening cannot be found in the employee's own area, it may be necessary to offer a suitable vacant position in another staff area, at least temporarily. If there are no suitable vacant positions available for which the employee is qualified to perform, the lay off procedures outlined in Article II, Section 4 (b) shall apply.

Placement of an employee in a lower level position may result in their salary being frozen at the current level until the salary is within the range of the new position. In addition, job status for employees transferred to a temporary position will not change. On-going efforts will be made to return displaced employees with frozen salaries and/or regular status employees in temporary positions to their prior job level and status. Displaced employees with frozen salaries will be considered as automatically applying for posted jobs. If a displaced employee with a frozen salary is selected for a posted job or is offered a vacant position, but elects to stay in their current job, then the employee's salary will cease to be frozen and the employee given the level of the present job. Employees who are transferred shall have a trial period, as does any employee who transfers to a different job.

The Company also agrees that when the employee and Company agree that the employee may benefit from additional assessment to facilitate placement, outside resources will be selected and used as deemed appropriate by Human Resources.

ARTICLE III

Work Week, Overtime and Compensatory Time, Scheduling Modification, Time Clocks, Saturday as a Work Day, Work Schedules

SECTION 1. Work Week – Office Staff.

The work week for the full time office staff shall be 37 1/2 hours to 40 hours, with a prescribed one-half hour for luncheon. An employee may choose a daily work schedule which varies from the regular schedule of office hours, so long as the daily work schedule is approved by the employee's manager, and in any such case Article V shall not apply. **Employees shall be paid for work time associated with logging into their computers for set up and software upgrades to the extent required by applicable law.**

SECTION 2. Work Week – Building Services. See Building Services Appendix

SECTION 3. Overtime and Compensatory Time.

- (a) Overtime – Office Staff. "Overtime" as applying to the office staff is defined as work performed in excess of the regular number of hours an employee is scheduled to work in any work week. Full time office staff overtime shall be compensated at one and one-half times the straight time rate if the time worked is in excess of 40 hours in any week. Part time office staff overtime shall be compensated at one and one-half times the straight time rate if the time worked is in excess of 40 hours in any work

week. Office staff overtime shall be compensated at 2 times the straight time rate if the time worked is (i) on a Saturday in excess of 8 hours, excluding employees for whom Saturday is a regularly scheduled work day, or (ii) the time worked is on a Sunday or is on a holiday as set forth in Article VIII, or is on a Saturday which is either immediately preceded by a holiday as set forth in Article VIII or is followed by a holiday on the following Monday as set forth in Article VIII. Performance of work on a holiday shall not reduce any rights of the employee granted by Article VIII. **Overtime shall be offered consistent with the seniority provisions as outlined in Section 4. Voluntary Overtime, Mandatory Overtime and Scheduling Modification.**

Compensatory Time – Office Staff. A member of the office staff may, but shall not be required to, take compensatory time off for work performed which is outside of the employee's regular work schedule. Any such election to take compensatory time off shall be subject to the approval of the employee's manager, which shall not be unreasonably withheld. If such an employee is entitled to more than straight time rates for the work so performed, the compensatory time off shall be converted to straight time.

With the approval of the employee's manager an employee may take compensatory time to amend for variations in the employee's work schedule. Compensatory time for purposes of rearranging an employee's work schedule is to be within the same week and is earned at the appropriate hourly rate.

- (b) Overtime –Restaurant. "Overtime" as applied to the Restaurant staff is defined as work performed in excess of the regular number of hours an employee is scheduled to work in any work week. Restaurant overtime shall be compensated at one and one-half times straight time rate if the time worked is in excess of 40 hours in any week.

Overtime on Saturdays and Sundays –Restaurant. Restaurant employees shall be compensated at 2 times the straight time rate if the time worked is (i) on a Saturday in excess of 8 hours, excluding employees for whom Saturday is a regularly scheduled work day, or (ii) on a Sunday or is on a holiday as set forth in Article VIII, or is on a Saturday which is either immediately preceded by a holiday as set forth in Article VIII or is followed by a holiday on the following Monday as set forth in Article VIII.

Compensatory Time – Restaurant. Employees on the restaurant staff may, but shall not be required to, take compensatory time off for work performed which is outside of their regular work schedule. Any such election to take compensatory time off shall be subject to the approval of the employee's manager, which shall not be unreasonably withheld.

- (c) In applying (a) and (b) above, all time paid for, including holidays, shall be considered time worked.
- (d) Compensatory time off shall be scheduled at the convenience of the Company. Compensatory time is to be used within the same workweek as it is earned.
- (e) Whenever an employee is scheduled and/or called into the Home Office to work overtime and upon arrival it is determined that no work is available in their regular job, or in another job in the employee's

own division for which the employee is qualified, such employee will be compensated for a period equal to one-half of the normal workday at the straight time rate.

SECTION 4. Voluntary Overtime, Mandatory Overtime and Scheduling Modification.

The Union recognizes that there are various factors inherent in the operation of the business which bring about peak loads in the performance of the office staff duties. It is agreed that to the extent necessary to render efficient service to policyowners, the work week and daily work schedules specified in this Article may require individual and group modification from time to time. Employees working hours in excess of the work week shall properly record all hours worked and shall be compensated in accordance with the provisions of Section 3 of this Article.

Mandatory Overtime. When required by an employee's manager, an employee shall not unreasonably and without good cause refuse to work overtime. Similarly, the manager will not unreasonably deny such employee the right to be excused from such overtime work. Whenever overtime is required by the manager, the manager shall give as much advance notice as is reasonably practicable, **typically 48 hours unless a business emergency requires a shorter period.**

Voluntary Overtime. On occasion the Company may offer overtime work to employees on a voluntary basis. With consideration given towards the requisite skills and abilities to perform the task, an employee will be requested to volunteer for overtime work on their own job first and then for other suitable opportunities if available. If the skills and abilities of those qualified employees volunteering are relatively equal, seniority shall be the determining factor in assigning the overtime work. An employee shall not be adversely impacted for not accepting overtime work offered on a voluntary basis.

SECTION 5. Saturday as a Work Day.

Saturday will be implemented as a part of the regular workweek. The Company's published workweek may be Monday through Saturday. Saturday will be staffed by existing employees on a voluntary basis; job postings (and new hire schedules) will specify the days required for the work schedule, to include Saturday if deemed appropriate. The Company retains the right to assign Saturday as a regular work day for part-time employees.

Employees will be allowed to indicate through a written work group survey (divisional or departmental) whether or not they are interested in working Saturdays. Employees will not lose their current hours or suffer a reduction in their merit points solely as a result of their refusal to volunteer for Saturday. Where and when possible, alternative work schedules will be offered to employees volunteering for a Saturday. With the approval of the manager, employees who volunteer for a Saturday could rotate working Saturdays or trade days off with another employee.

When an employee who works Saturday is on vacation or absent from work, those employees who fill in on a Saturday will be paid at the appropriate rate, unless they opt to take a different day off. Northwestern Mutual will be closed on Holiday weekends (as identified in Article VIII). Employees scheduled for Saturday as a regular work day shall earn holiday pay for holidays (as identified in Article VIII) occurring on their regularly scheduled work days.

Employees will be compensated for Saturday hours on a straight time basis for up to 40 hours per week. Hours beyond 40 would be paid at the appropriate rate. Double-time overtime rates for time worked on a Saturday in excess of 8 hours will continue to apply as specified in the contract, excluding employees for whom Saturday is a regularly scheduled work day.

Saturday will be a business casual dress day and the parking structure will be open.

SECTION 6. 40-Hour Workweek and Assignment of Office Staff Work Schedules.

For purposes of assigning work hours under this section, an employee is "qualified" if the employee is satisfactorily performing the job responsibilities at the time the new schedule is being considered.

All future job postings will state the specific hours of work required for the position, the service hours of the department, and the indication that work hours may change per the collective bargaining agreement. Where possible, alternative work schedule options will be offered.

The 40-hour workweek will be phased in and will be implemented to address an identified business need. The Company agrees to update the Union in advance of any work group, division or department which will be converting to a 40 hour workweek. If an identified business need requires a change in hours (within the hours of 7:00 a.m. to 6:00 p.m.), the Company will first seek volunteers from the work group to fill those hours, extending alternative work schedule options where possible. Volunteers will be considered on the basis of seniority, with the most-senior qualified employee having first preference. If no one volunteers, the required hours will be assigned to the least-senior qualified person. If the least-senior person cannot work the hours on a permanent basis, the employee will be assigned the work schedule until the point in time that they finds another position that can accommodate their schedule, unless the manager and work group can agree to another arrangement to guarantee the required work schedule is covered. Managers may consider requests of employees or may use job rotation as an option for the assignment of employee's work schedules. PTO and holidays will be paid at 40 hours for those employees working 40-hour schedules.

As vacancies occur employees in the division in which the vacancy exists shall have the opportunity to request a change in working hours prior to posting the vacancy. If there is more than 1 employee requesting a change in working hours the most senior qualified employee shall be offered the working hours first. Employees will not suffer a reduction in their performance rating solely as a result of their refusal to voluntarily change their work hours.

In the event of absence due to PTO, disability, leaves of absence, turnover, etc. the manager will first seek volunteers from the work unit to fill the work hours vacated due to the absence. Volunteers will be considered on the basis of seniority, with the most-senior qualified employee having first preference. If no one volunteers, the required hours will be assigned to the least-senior qualified person. A manager shall give an employee as much advance notice as is reasonably practicable in the event of a need to change work hours.

In staffing Office Staff work schedules outside of the hours of 7:00 a.m. to 6:00 p.m., except in remote circumstances (including circumstances where additions to staff are not required) the Company will attempt to staff such hours through the job posting procedure and the voluntary part-time employment category. Where it

is not possible to use the job posting procedure or the voluntary part-time employment category the Company will use the following procedures:

- (a) The Company will first seek volunteers from the department. Volunteers will be sought from employees in the same job group (same job duties and job level) as the vacant hours. Volunteers will be considered on the basis of seniority, with the most senior qualified employee having first preference.
- (b) If no one volunteers, the required hours will be assigned to the least senior qualified employee within the department performing the job duties required for the vacant working hours.
- (c) If the least senior qualified employee declines to work the required hours the employee shall be displaced from that job. The vacant position shall be posted with the required work hours.
- (d) The employee displaced shall be assigned to an open position at their current job level, provided the employee has the qualifications to perform the job. The Company shall first seek to place the employee in a position within the same department. If no opportunities exist within the department, the Company shall then attempt to place the employee in a position within the same Salary Group (for purposes of this Section "Salary Group" shall be defined as Office Staff, Building Services, Restaurant and Supply and Distribution). If no opportunities exist within the Salary Group, the Company shall then attempt to place the employee in a position on a Company-wide basis. If there is no position at the employee's current job level, the employee shall then be assigned an open position in lower job levels, provided the employee has the qualifications to perform the job. The Company shall first seek to place the employee within the same Salary Group. If no opportunities exist within the Salary Group, the Company shall then seek to place the employee in a position on a Company-wide basis.
- (e) If there is no open position the employee shall then displace a temporary, long-term temporary employee, or probationary employee (in no order of priority) at their job level or at a lower job level within the department, provided the employee has the qualifications to perform the job.
- (f) If there is no such job held by a temporary, long-term temporary employee, or probationary employee in the employee's department, they shall then displace a temporary, long-term temporary employee, or probationary employee within the Salary Group, provided the employee has the qualifications to perform the job.
- (g) If there is no such job held by a temporary, long-term temporary employee, or probationary employee in the employee's job group, they shall then displace a probationary, temporary, or long-term temporary employee on a company-wide basis, provided the employee has the qualifications to perform the job.
- (h) If no job is available following the foregoing procedures, the employee shall be displaced from work.
- (i) For a period of 12 months (not including time performing work) the displaced employee shall be considered for open positions based upon the employee's qualifications to perform the job duties and responsibilities.

If under the foregoing procedures, an employee is assigned to a job level below their current job level, the employee shall continue to receive the salary rate for the higher current job level. In any event the employee will only be eligible for salary adjustments based on the assigned job level.

SECTION 7. Essential Services Pay due to Inclement Weather.

Designated Essential Services employees are compensated at the rate of one and a half times their regular hourly rate for the time worked on site when there is inclement weather. Inclement weather is defined as a state of emergency directly related to a weather event applicable to the County of Milwaukee as issued by the State of Wisconsin and/or the County of Milwaukee. This section shall not apply when the City of Milwaukee issues a Snow Emergency for the purpose of snow removal. Essential Services jobs are defined in advance by department HR Consultants and primarily include roles within facility operations and some Technology work groups who are responsible for maintaining buildings, grounds, and equipment. Management has the right to determine whether some or all essential services personnel are needed based on the type of event.

ARTICLE IV

Salaries and Equity Adjustments, Promotional, Base Pay, and
Merit Increases, Reviews and Personnel Records

SECTION 1. Salaries and Equity Pay Adjustments.

Attached to and made a part of this Agreement are the following Exhibits: Exhibits I, II, III and IV. The Exhibits are captioned as follows:

- Exhibit I - New Salary Ranges--Office Staff
- Exhibit II - New Salary Ranges--Building Services Staff: See Building Services Appendix
- Exhibit III - New Salary Ranges--Restaurant Staff
- Exhibit IV - New Salary Ranges--Orders and Material Handling Staff

Equity Pay Adjustment. The Company may wish to make adjustments in employees' pay in jobs where supply and demand issues occur in the labor market. An employee may request from his HR Consultant an equity adjustment review. Adjustments will be considered when current employees with comparable job experience, skills and education are being paid at a rate below that of other recently hired employees. Under no circumstances will an employee receive a rate of pay above the salary range maximum of the respective job level. The Company shall review the salaries of all employees in the job group being studied and shall determine for whom an equity pay adjustment shall be made.

The Company shall notify the Union in advance of the processing of an equity pay adjustment. If the Union so chooses, the Union shall have 5 working days to advise the Company that it wishes to discuss the equity pay adjustments being planned. Thereafter, the parties shall meet to discuss the details of the equity pay adjustments.

SECTION 2. Promotional and Base Pay Increases.

Each Office (including MR and NR level), Building Services, Restaurant, and Orders and Material Handling employee who is promoted to a job that is a higher level with a higher range midpoint will receive a salary increase effective as provided in Article VI, Section 1. The increase shall be determined according to the following:

For promotions to a position that is a higher level and where the difference between the employee's current midpoint and new midpoint is between 5% and 14.9%, the promotional increase will be equal to a minimum of 4% of the new position's salary range midpoint or the amount necessary to bring the employee's salary to the minimum of the salary range for the level of the new position, if this latter amount is greater. The Company, at its discretion, may provide a promotional increase which is greater than 4% of the new position's salary range midpoint.

For promotions to a position that is a higher level and where the difference between the employee's current midpoint and the new midpoint is at least 15%, the promotional increase will be equal to a minimum of 5% of the new position's salary range midpoint or the amount necessary to bring the employee's salary to the minimum of the salary range for the level of the new position, if this latter amount is greater. The Company, at its discretion, may provide a promotional increase which is greater than 5% of the new position's salary range midpoint.

In situations where an employee moves to a position with a higher salary range but an identical or lower level, the employee will receive a base pay increase as indicated above: a minimum of 4% of the new position's salary range midpoint where the difference between the employee's current midpoint and new midpoint is between 5% and 14.9%, or the amount necessary to bring the employee's salary to the minimum of the salary range for the level of the new position, if this latter amount is greater; or a minimum of 5% of the new position's salary range midpoint where the difference between the employee's current midpoint and the new midpoint is at least 15%, or the amount necessary to bring the employee's salary to the minimum of the salary range for the level of the new position, if this latter amount is greater.

For promotions to an NR level, the annual promotional increase amount will be according to the following (the Company, at its discretion, may provide a promotional increase which is greater than provided in the following):

<u>One Level Promotion</u>	<u>Two or more Level Promotion</u>
\$ 1,740.00	\$2,175.00

Job families, levels and salary ranges are shown in Exhibits I - IV.

In no event shall a promotional or base pay increase take an employee's salary over the new range maximum. If the promotional or base pay increase would generate a base salary above the new range maximum, the employee's base salary shall be limited to the new range maximum.

SECTION 3. Merit Increases.

Salaries of employees shall be reviewed for March 1 of the contract year. Such reviews are for the purpose of adjusting salaries of employees where such adjustments are merited and logical. Any change in salary shall become effective for the first full pay period of the contract year.

SECTION 4. Merit and Senior Merit Increases.

Salary adjustments made pursuant to Section 3 above shall be referred to as "merit and senior merit increases." The principles of the Merit and Senior Merit Increase Program operative for the duration of this Contract have been negotiated between the Company and Union. The Merit and Senior Merit Increase Program provides for a range of increases, subject to salary range maximums as provided in Exhibit V. To receive a senior merit increase under this program an employee must have received a performance rating of "Consistency Needed" or above. The amount of any merit and/or senior merit increase approved by an employee's manager will be administered as follows:

If the addition of the full merit increase amount would result in the employee's base salary exceeding the salary range maximum, only that portion of the merit increase amount that brings the employee's base salary up to the range maximum will be added to the employee's base salary. The balance, if any, will be paid to the employee as a one-time senior merit lump sum which shall not be deemed a part of the employee's salary, provided the employee has received a performance rating of "Consistency Needed" or above. As a result of this administration, one of three variations could occur: (1) the full amount of the increase could be added to base pay as a merit increase, (2) a portion of the increase could be added to base pay as a merit increase and a portion could be paid as a one-time senior merit lump sum, or (3) the full amount of the increase could be paid as a one-time senior merit lump sum.

If approved by the employee's manager, merit increases and/or any senior merit lump sum amounts will be paid on the first pay day following March 1, 2018 and each March 1 thereafter.

SECTION 5. Temporary Employee Salary.

Temporary employees as defined in Article I, Section 1 will be paid according to the employment market. The Company will notify the Union in writing whenever any such employee is hired at a salary other than that established for regular employees performing similar duties.

SECTION 6. Reviews.

Every employee is to be informed of the performance expectations for their position in a given year. To this end, a manager and/or employee may request an annual meeting to discuss what the expectations will be for

the employee's work performance. If at any time during the year, the performance expectations change, the manager shall meet with the employee to discuss the changes.

Regular performance feedback discussions shall occur between an employee and manager during the course of the year. To the extent that there are areas for improvement, these shall be brought to the employee's attention.

Every employee is entitled to full information as to the Company's evaluation of performance, including the employee's rating. To this end, each employee shall have the opportunity for an annual interview with their manager. Such interview shall be held, if practicable, prior to the date prescribed for the filing in the Human Resources Department of the salary consideration form. The manager shall discuss with the employee the employee's rating and the Company's evaluation of performance, applicable training and development plans, if any, and shall furnish him with copies of the performance review.

If an employee does not agree with any of the comments or statements provided by the manager on the performance review the employee shall have an opportunity to meet and discuss such comments or statements with the manager and Administrative Officer. Further, the employee may submit a written statement to Human Resources which explains the reasons the employee disagrees with the manager's comments or statements. Human Resources shall include this written statement in the employee's personnel file.

SECTION 7. Personnel Records.

Upon request an employee may, in the presence of a Company representative and with assistance, inspect the Company's personnel documents (as defined by Wisconsin law) maintained with respect to their employment. Every employee shall be furnished with a photocopy of any disciplinary memoranda placed in the Human Resources personnel file on and after May 1, 1980. With the exception of disciplinary action related to misconduct, disciplinary action in an employee's file that is over 2 years old cannot be used as a basis for future discipline. Misconduct includes but is not limited to acts such as dishonesty, theft, harassment, concerns related to employee safety, insubordination, confidentiality concerns, computer violations, unprofessional conduct, violation of Company policy, willful conduct detrimental to the Company's interests, willful and continuous failure to perform work duties and for which a final warning has been issued. Any disciplinary action that is in an employee's file that is over two (2) years old and is related to performance of work duties and/or attendance/tardiness concerns cannot be used as a basis for future discipline for any reason and shall not be relied upon by the Company in any subsequent grievance of the employee.

SECTION 8. Probationary Increases.

New eligible employees hired into bargaining unit positions shall be eligible for a probationary increase of up to 2% of base salary only if their annual salary is less than 85% of their position's salary range midpoint.

SECTION 9. Out-of Pattern Increases

For office, building services, and restaurant employees, increases up to \$500 beyond the merit increase guidelines will be considered for employees who are rated "Consistency Needed" or above. Reasons for awarding an out-of-pattern increase may include but are not limited to: successful completion of an exceptional

project, assuming additional responsibilities for an extended period of time, etc. A detailed explanation should be provided in the comment section of the review form.

ARTICLE V

Shift Differential

SECTION 1. Rules

The compensation and the work schedule of Shift Differential employees shall be governed by the following rules:

- (a) Definition. These rules shall apply only to full-time office staff and building services employees assigned by the Company to a Shift Differential schedule, either on a temporary, periodic, or regular basis, and shall not apply to employees who choose variable hours under Article III, Section 1 or 2.
- (b) Employees will be assigned weekly work schedules on as long-term basis as the nature of the work permits.
- (c) Shift Differential.
 - (1) Basic Starting Times and Shift Differential.
 - A. Office Staff – 37.5 hour work week.
 - 1. Any office staff work schedule commencing between the hours of 7:00 a.m. and 9:59 a.m., inclusive, shall not earn a Shift Differential.
 - 2. Any office staff work schedule commencing between the hours of 10:00 a.m. and 1:59 p.m., inclusive, shall earn a 4% Shift Differential.
 - 3. Any office staff work schedule commencing between the hours of 2:00 p.m. and 10:59 p.m., inclusive, shall earn a 7% Shift Differential.
 - 4. Any office staff work schedule commencing between the hours of 11:00 p.m. and 4:59 a.m., inclusive, shall earn a 12.5% Shift Differential.
 - 5. Any office staff work schedule commencing between the hours of 5:00 a.m. and 6:59 a.m., inclusive, shall earn a 4% Shift Differential.
 - B. Office Staff – 40 hour work week.
 - 1. Any office staff work schedule commencing between the hours of 7:00 a.m. and 9:29 a.m., inclusive, shall not earn a Shift Differential.

2. Any office staff work schedule commencing between the hours of 9:30 a.m. and 1:29 p.m., inclusive, shall earn a 4% Shift Differential.
3. Any office staff work schedule commencing between the hours of 1:30 p.m. and 10:29 p.m., inclusive, shall earn a 7% Shift Differential.
4. Any office staff work schedule commencing between the hours of 10:30 p.m. and 4:59 a.m., inclusive, shall earn a 12.5% Shift Differential.
5. Any office staff work schedule commencing between the hours of 5:00 a.m. and 6:59 a.m., inclusive, shall earn a 4% Shift Differential.

C. Building Services. See Building Services Appendix

(2) General Provisions.

- a. Any schedule for which Shift Differential pay is earned will normally be scheduled on a permanent basis. If possible, a new schedule, or an assignment to an old schedule, will begin on the first day of a pay period and end on the last day of a pay period.
- b. Certain circumstances require that an employee work a shift differential schedule on either a temporary or periodic basis. Under such circumstances the employee will have the appropriate shift differential rate applied to the straight time hourly rate of pay for those days a shift differential schedule is worked.
- c. The percentages referred to in paragraphs (1) and (2) shall apply to the employee's straight-time hourly rate (i.e., monthly salary x 12/1950(2080) in the case of office staff employees, and weekly salary x 1/40 in the case of building services employees.)

SECTION 2. General. Except as provided in Section 1(a), (b), and (c) above, all the provisions of this Agreement concerning the office staff and building services employees shall apply to the Shift Differential employees, including the provisions of Article III, Section 3 thereof concerning overtime.

SECTION 3. Off Shift. If a building services employee or an office staff employee who normally works days fills in at night on another job, the employee will be paid the Shift Differential, if any, for such other job.

ARTICLE VI

Trial Periods, Promotions, Demotions, Transfers, Shift Preferences,
Interview Feedback and Testing

SECTION 1. Trial Periods.

An employee shall have a trial period following a promotion, demotion, or lateral transfer and be of the following duration:

Restaurant Staff

R2 and below 2 months

R3, R4 6 months

Bldg. Services Staff: See Building Services Appendix

Orders and Material Handling Staff

DS1 4 months

DS2, DS3, DS4 and DS5 6 months

Office Staff	Level	Trial Period
Administrative Services	Associate	4 months
	Intermediate	6 months
	Senior	6 months
	Lead	8-12 months
Accounting & Finance	Associate	6 months
	Intermediate	6 months
Investment Support	Senior	8-12 months
	Lead	8-12 months
Marketing & Communications	Associate	8-12 months
	Intermediate	8-12 months
	Senior	8-12 months
	Lead	8-12 months
Underwriting & Claims	Associate	8-12 months
	Intermediate	8-12 months
	Senior	8-12 months
	Lead	8-12 months
Legal & Regulatory, Information Technology	Associate	8-12 months
	Intermediate	8-12 months
	Senior	8-12 months
	Lead	8-12 months
Customer Service	Associate	8-12 months
	Intermediate	8-12 months
	Senior	8-12 months
	Lead	8-12 months
Market Rate (MR) and No Range (NR) jobs		8-12 months

In the event that an employee's trial period is extended, the Company will provide the Union with a copy of the notice an employee receives whenever the trial period is extended.

The Company restates its commitment to attempt to find another suitable job for an employee, before taking steps to terminate an employee, when that employee fails a trial period following a promotion, demotion, or lateral transfer but is otherwise the kind of employee the Company wishes to encourage to remain at Northwestern Mutual. However, since the Company cannot "make jobs" to find a place for these employees, we cannot guarantee that a suitable opening will exist at that time.

The Company also agrees that for a period of 6 months following such termination, the employee will be given priority consideration for any posted or advertised job openings for which the employee is qualified at or below the job level held before the job change.

SECTION 2. Promotions.

When an employee is promoted to a position which is both a) a higher level than one's current level and b) a higher range midpoint than one's current level, such promotion shall be considered conditional until such employee has satisfactorily completed a trial period which shall begin on the effective date of such promotion. Whenever administratively feasible, promotions shall be made effective as of the first working day of a pay period and promotional salary increases shall also be made effective as of such date. When promotions cannot feasibly be made effective on the first working day of a pay period, the promotional salary increase shall be made effective as of the same day the promotion is made effective.

In respect to all employees considered for or applying for promotions, seniority shall be given significant consideration in appraising employees' ability, qualifications, and experience. Moreover, seniority shall be the determining factor when ability, qualifications, and experience are relatively equal.

SECTION 3. Demotions.

An employee who is for any reason demoted to a job that is a lower level and has a lower midpoint may have their salary adjusted to the range of the new job level or classification. However, an employee shall not be deemed to be demoted if:

- (1) for reasons other than the employee's own performance, the job which the employee currently holds is re-evaluated to a lower level or classification and a lower range midpoint by the Company, or the employee is transferred to a different job at a lower level and with a lower range midpoint. In such situations, the employee's salary shall be frozen at the current level until the salary is within the range of the new position.
- (2) the employee applies for and accepts a lower level position with a lower range midpoint ("voluntary transfer to a lower level"). In the case of a voluntary transfer to a lower level with a lower range midpoint, the employee will retain the last promotional increase or equivalent dollars, unless a deduction is necessary to bring the employee's salary to the salary range maximum for the new position. This provision shall apply regardless of whether the transfer is to a job within one's own job classification or to a job in a different job classification (i.e. office staff, building services, restaurant, orders and material handling), but shall not apply if the employee is returning to a position previously held.

SECTION 4. Change of Job Level.

When any change of job level or classification occurs, an employee shall receive written notice through the employee's manager.

SECTION 5. Job Postings.

The Company will post all job opportunities, subject to the provisions below. Applications for posted jobs are to be made to the Human Resources Department. Employees who are absent during the entire period when a job opportunity is posted will be allowed to submit an application thereafter provided the interviews of other applicants have not been completed. Such application will be considered in the same manner and to the same extent as all other applications are considered.

Job opportunities need not be posted where the job opportunity is filled with a displaced employee.

Such posting shall be made for a 5 working day period, and shall be posted on the Company intranet. However, alternatively and at the option of the manager in whose department the job opportunity exists, such posting may be posted for a 2 working day for the department in which the job opportunity exists prior to posting the position on the Company intranet.

The Company will not consider applications from persons who are not regular employees unless applicants who are regular employees do not meet the ability, qualifications and experience required by the posted position.

Unless the HR Consultant approves, no employee shall be selected for a posted job opportunity in the same department in which the employee is currently employed if the employee: (a) has not completed the probationary period under Article II, Section 2; or (b) has not completed the trial period under Article VI, Section 1. Unless the Human Resources Department approves, no employee shall be selected for a posted job opportunity in a department other than the department in which the employee is currently employed if the employee: (a) has not completed the probationary period under Article II, Section 2; or (b) has not completed the trial period under Article VI, Section 1.

Within a reasonable time after an employee is selected for a promotion based on a Company-wide posted job opportunity the name and title of such individual shall be posted on the Company intranet for a period of 5 working days.

SECTION 6. Temporary Job Assignments – Pay.

If a position on the building services, restaurant, or office staff is filled temporarily for 11 or more working days by 1 or more employees whose range of pay is lower than that for the position being filled, any such employee will be compensated for the entire time the employee fills the other position at the greater of (a) the minimum rate for the other position, or (b) \$.50 (fifty cents) per hour more than their regular compensation, but not more than the maximum for the other position.

If the position is filled temporarily for 30 or more calendar days by 1 or more employees whose range of pay is lower than that for the position being filled, any such employee will be compensated for the entire time the employee fills the other position at the greater of (a) the minimum rate for the other position, or (b) an amount equal to the promotional increase amount, as in Article IV, Section 2.

SECTION 7. Promotion Policy.

The Company shall continue to study the avenues of promotion (intra- and inter-departmental) in an effort to provide, so far as practicable, equal opportunity for promotion to those of equal ability, qualifications, experience, and length of service. The Company is willing to discuss periodically with the Union its promotion policy in its general application.

SECTION 8. Job Re-Evaluations.

An employee may submit a request to their manager that their job be reevaluated if they believe there has been a significant change in job content. If the manager agrees, the job will then be reevaluated, and the employee will be notified if the level is then changed.

SECTION 9. Shift Transfers.

When there are identical jobs on more than one shift, an employee in one of those jobs may express a preference to transfer to an identical job on another shift. If an opening is available on another shift, the manager of the preferred shift will give first consideration, in order of seniority, to those employees who have expressed a preference for that shift. Candidates may be interviewed, depending on preliminary assessment of their qualifications relative to other candidates and the job requirements. The manager of the preferred shift will advise employees expressing such preference of their consideration and of the manager's decision.

SECTION 10. Interview Feedback and Testing.

Interview Feedback. An employee who has applied for a posted job opportunity but who has not been selected for an interview shall receive timely notice that they were not selected for an interview. Upon request, an employee shall be provided with the reason(s) why they were not selected for an interview.

An employee who has been denied a posted position after having been interviewed for a posted job opportunity may at their option have a meeting with the interviewing representative to discuss the reason or reasons for denial of the promotion.

Testing. An employee who has not successfully completed a pre-employment test may, upon request, meet with a Staffing Consultant to discuss performance on said test, which may include data on performance relative to test norms and areas of strengths and weakness (where applicable), but such a discussion will not include a review of specific test items or questions. Employees will be informed of available testing-related resources as well as their retesting eligibility.

ARTICLE VII

Paid Time Off Rules and Regulations

SECTION 1. In recognition of length of service, time off with full salary is granted to employees (other than temporary employees) in accordance with the conditions contained in this Article.

SECTION 2. PTO – Scheduling.

All paid time off shall be taken at the convenience of the Company. Paid time off may be scheduled at any convenient time during the calendar year for those employees whose continuity of service seems assured. Every practicable effort shall be made to give weight to length of service and adequately explained circumstances of employee hardship in the scheduling of paid time off (except paid time off carried over from the previous year pursuant to Section 8 of this Article). Paid time off may not be accumulated from one year to the next, except as provided in Section 8.

PTO can be used to provide pay when absent from work. Such absences may include, but are not limited to: vacation, an employee's or family member's illness or health care appointment, family needs, personal business (such as moving to a new home), school activities, and holidays not normally observed by the company. Employees may begin using their PTO as of January 1 each year.

However, PTO can only be taken in increments of a minimum of one hour, with half hour additional increments for office staff, restaurant and building services employees.

PTO time may be scheduled or unscheduled. An employee requesting a PTO day within twenty-four (24) hours of the start time of their scheduled shift shall be deemed as an unscheduled PTO unless such request is for an approved FMLA absence or if the business allows for extra flexibility.

The initial scheduling of employees' paid time off will be completed by the second Friday in December. Paid time off selection schedule will be circulated in each division of the Company beginning between October 1 through November 1. The paid time off calendar will be sent initially to the most senior employee in the division who will have the right to schedule up to 50% (rounded to the highest whole number of paid time off) of their eligible paid time off. It will proceed down the seniority list with each employee having the ability to also schedule up to 50% (rounded to the highest whole number of paid time off) of their eligible paid time off. After all employees have scheduled their initial eligible paid time off, the planner will be approved by the manager. For purposes of PTO scheduling pursuant to this paragraph, eligible PTO will include only the scheduling year PTO allotment and will not include any carryover PTO time. Each employee shall be guaranteed one five (5) concurrent day period of their scheduled PTO per year.

The calendar will then be returned to the most senior employee for the scheduling of their remaining paid time off. Each employee may schedule their remaining paid time off according to seniority. Upon completion of all scheduling, the manager will review and approve paid time off schedules by the second Friday in December, unless extenuating circumstances arise.

SECTION 3. PTO – Seniority.

In determining calendar years of continuous service for purposes of paid time off under Section 7(a) of this Article, the calendar year of employment (or re-employment, in the case of a rehired employee) shall be considered the first calendar year of service, and the current calendar year shall be considered the last calendar year of service. Any period of 5 years or more of continuous service previously performed by a rehired employee shall be added to the current period of employment regardless of the length of the break in service with the Company. Any period of less than 5 years of continuous service previously performed by a rehired employee

shall be added to their current period of service only if the break in service with the Company is less than 1 year. Any such bridging of service under the preceding 2 sentences shall be applied only after the rehired employee has completed 1 year of service following rehire.

SECTION 4. PTO – Payout.

An employee who terminates service in any year shall be entitled to 1/12 of the paid time off for which the employee is eligible for each full calendar month worked during the calendar year in which such termination occurs, if the employee was an employee at the end of the preceding calendar year. Such an employee shall not be entitled to pay for time off taken in excess of such amount and the Company shall be entitled to reimbursement for any excess time off so taken.

SECTION 5. PTO – Payout Notice.

When an employee voluntarily terminates service with the Company and has given the Company 2 weeks' notice, the employee shall be granted the full paid time off for which the employee is eligible in Section 4 above, or its equivalent in salary. When the employee fails to give such 2 weeks' notice, earned paid time off shall be reduced by the difference between 2 weeks' notice and the notice actually given.

SECTION 6. PTO – Retirement.

An employee who is retiring during the current calendar year may at the time of retirement take the equivalent in salary of the paid time off to which the employee is entitled.

SECTION 7. PTO – Schedule.

(a) Full-time employees shall be entitled to paid time off in accordance with the following schedule:

Calendar Years of Continuous Service	Days of Paid Time Off
25 or more	34
24.....	32
22-23	31
20-21	30
18-19	29
16-17	28
14-15	27
12-13	26
10-11	25
9.....	24
7-8	23
6.....	22
5.....	21
1-4	19

(b) In the years in which New Year's Day occurs on a Saturday, each employee will become eligible for 1 additional paid time off day.

(c) Employees with Less Than 1 Year of Service.

Full-time employees in the first year of employment shall be eligible for a pro-rated amount of paid time off based upon 1/12 of 19 days for every full calendar month of employment.

Regular part-time and voluntary part-time employees shall be eligible for paid time off based upon 1/12 of 19 days for every full calendar month of service and then pro-rated based upon the number of regularly scheduled hours worked per week.

(d) Part time employees shall be entitled to paid time off which will be determined by pro-rating the full-time schedule based upon number of regularly scheduled hours worked per week.

SECTION 8. PTO – Carryover.

Employees may carry forward into the next succeeding calendar year up to 20 paid time off days.

SECTION 9. Exceptions.

Any request for an exception to these rules and regulations shall be referred in writing to the Employee Relations Division of the Human Resources Department.

SECTION 10. PTO – Family/Medical and Military Leave.

Requests for family and/or medical leave will be provided in accordance with the federal Family and Medical Leave Act of 1993 and state and/or local family and medical leave laws as applicable. With respect to leaves of absence for or related to military leave, the Company follows the provisions of the Uniform Services Employment and Reemployment Rights Act of 1994 and provides leave and reemployment in accordance with that law. The Company may, by applicable policy, provide leave in addition to the leaves required by the laws noted above.

SECTION 11. PTO – Borrowing.

At the manager's discretion, an employee may be permitted to borrow up to five (5) days of paid time off from the following year if the employee has exhausted their entire paid time off bank. Such permission shall be considered in such cases where the absences are of an urgent and unforeseen circumstance. Such permission will be granted on an exception basis, and not out of convenience to the employee. This language does not apply to employees classified as Long Term Temporary Employees.

SECTION 12. Unpaid Time Off.

In the event that an employee exhausts their PTO bank prior to the end of the year, and the manager deems that the requested absence does not meet the criteria to borrow time from the following year, the employee may request to take the time off unpaid, subject to manager approval. Requests for unpaid leave will be granted based on need, and not convenience to the employee, and will be approved on an exception basis

ARTICLE VIII

Holidays

SECTION 1.

- (a) The Home Office will be closed to observe the following holidays:

Dr. Martin Luther King Jr. Day on the day it is observed.

Memorial Day and the Saturday preceding Memorial Day, Labor Day and the Saturday preceding Labor Day, Thanksgiving Day, the day following Thanksgiving Day and the Saturday following Thanksgiving Day;

New Year's Day on the day of its occurrence and on the Monday following when it occurs on a Sunday. In the event that New Year's Day occurs on a Friday the Home Office will also be closed the following Saturday. In the event that New Year's Day occurs on a Monday the Home Office will be closed the preceding Saturday;

Independence Day on the day of its occurrence and on the date preceding or following its occurrence when it occurs on a Saturday or Sunday, respectively. In the event that Independence Day occurs on a Friday the Home Office will also be closed the following Saturday. In the event that Independence Day occurs on a Monday the Home Office will be closed the preceding Saturday;

Christmas Day on the day of its occurrence and on the preceding Friday and the following Monday when Christmas occurs on a Saturday or Sunday, the preceding Saturday and the following Tuesday when Christmas occurs on a Monday, the preceding Monday when Christmas occurs on a Tuesday, the preceding Tuesday when Christmas occurs on a Wednesday, the half-day before Christmas and the following Friday and Saturday when Christmas occurs on a Thursday, and the preceding Thursday and the following Saturday when Christmas occurs on a Friday.

- (b) Regular part time, voluntary part time and those employees with voluntary AWS schedules earn holiday pay equivalent to the number of hours regularly scheduled to work on any of the above referenced Company observed holidays. Regular part time, voluntary part time and those employees with voluntary AWS schedules shall not earn pay for holidays occurring on days for which the employee is not regularly scheduled to work. Alternatively, with manager approval and if the

business needs can accommodate it, employees with voluntary AWS schedules may be allowed to work a regular (non-AWS) schedule during all of the paid holiday weeks in a calendar year.

ARTICLE IX

Complaints and Grievances

SECTION 1. Grievance Process.

Each employee is entitled to receive a full explanation by their manager of any action which affects them adversely. The manager shall respond to any inquiry or complaint of an employee within 10 working days and shall notify the employee of any action taken.

Should an employee be requested to attend any meeting that could result in discipline or discharge of the employee, management shall be required to advise the employee of such possibility in advance of the meeting.

A HR Consultant and, at the employee's request, a Union representative may be present during such explanation or notification. In such instances where there is no HR Consultant assigned to the employee's department or where the HR Consultant is on leave, an HR-designate may instead be assigned to attend the meeting, unless the employee wishes to wait until the HR Consultant returns. If such explanation or notification is given in writing, the chief steward or other authorized Union representative shall, at the employee's request, be given a copy thereof. If after thorough discussion with the manager the employee is not satisfied, the action of the manager shall be reviewed as follows:

Step 1: Within 10 working days after receiving the notice from the manager, the employee or authorized Union representative shall request a meeting with the department head of the department. The employee or authorized Union representative shall put the inquiry or complaint in writing as a grievance and deliver it to the employee's department head, to the employee's manager, and to the Human Resources Department employee designated to receive such grievances. The department head shall meet with the employee within 5 working days after the date on which the grievance was delivered, with or without a Union representative as the employee desires. The department head shall act within 5 working days and shall notify the employee and the Union in writing of the action taken. If the grievance is related to the employee's review, and the employee is not satisfied with the outcome of the Step 1 meeting, the grievance shall then be resolved by the grievant submitting a written rebuttal to the review that shall be attached to the specified review in the Human Resources personnel file in accordance with Article IV, Section 7, and further steps in the grievance process do not apply.

Step 2: If this does not satisfy the employee and the employee desires the Union to present the grievance to the Grievance Committee, the Union, within 10 working days after the employee has received the notice from the department head, shall notify the Director, Employee Relations in writing that the Union desires to meet with the Grievance Committee. Such notice shall briefly summarize the reason why the employee is not satisfied with the department head's decision, but such notice shall not in any way restrict the opportunity of the Union or the Company to introduce such facts which it deems relevant.

The Grievance Committee shall be composed of the Chairman, who shall be Director, Employee Relations, and 4 additional members. Two such employees be appointed by the Chair of the Grievance Committee; two such employees appointed by the chief campus steward. The appointed employee members shall have familiarity with the current labor agreement, and shall not have been directly involved in the first step of the grievance process.

Within 10 working days after the Grievance Committee has received such notice, the Committee will meet with the employee, along with a Union steward and the Union business representative. The meeting may also be attended by representatives of the department management, including the manager and/or the administrative officer and/or the department head, if the Committee and Union deem it appropriate. Thereupon the Grievance Committee shall consider the grievance which shall be presented by the Union on behalf of the employee. The Grievance Committee shall act within 10 working days or within such extended period as the Company and the Union may mutually agree upon, and shall notify the employee and the Union in writing of the action taken.

The Company and Union may mutually agree to by-pass Step 1 if the two parties deem appropriate.

Unless the grievance involves a provision or term of this agreement for which the parties do not agree as to its intent or meaning, or relates to a discharged regular employee the action of the Grievance Committee shall be final. Such action applies specifically to such matters as the determination of promotions and merit increases for individual employees and classification of jobs, except as otherwise agreed upon by the Company and the Union, and subject to the provisions of Step 4 below.

Step 3: If the grievance involves a provision or term of this agreement for which the parties do not agree as to its intent or meaning (except as provided in Article II, Section 3) or relates to a discharged regular employee, the Union within 10 working days after receiving the notice specified in Step 2 may notify the Director, Employee Relations in writing that it desires to have the matter heard by a grievance panel. Thereafter, within 10 working days the Union and the Company shall each designate a representative for the grievance panel, and shall notify each other in writing of their selection. The failure of either party to designate a representative for the grievance panel within this period shall result in a forfeiture of its right to name a representative on said panel.

Within the same 10 working day period, the Union and the Company shall decide upon the selection of an Impartial Chairman. If the parties, within the 10 working day period and 5 additional working days, are unable to decide upon an Impartial Chairman, the party desiring arbitration shall notify the Federal Mediation and Conciliation Service, which shall submit a panel containing 5 names. Each party shall alternatively strike 1 name until 1 name remains.

The person whose name remains shall serve as the Impartial Chairman. The Impartial Chairman shall preside over the grievance panel and shall counsel with and assist the panel in reaching a decision. The Union and the Company shall share equally the expense of the Impartial Chairman.

A majority vote of the panel shall decide any controversy submitted to it under this section. Any decision of the panel shall be in writing and shall be binding upon the employee, the Company, and the Union, to each of whom a copy shall be given.

Except for its powers in discharge cases, the grievance panel shall only have power to interpret and apply the terms of this Agreement. The panel shall have no power to extend the duration of this Agreement, to add any terms or provisions, or to enlarge its jurisdiction, except by mutual consent of the Company and the Union.

Step 4: (a) If the grievance involves an issue of promotion, or a transfer from a building services or restaurant position to a posted office staff position with an immediate higher salary rate, the Union within 10 working days after receiving the notice specified in Step 2 may notify the Director, Employee Relations in writing that it desires to have the matter heard by a fact finding panel. Thereafter, within 10 working days the Union and the Company shall each designate 2 representatives for the fact finding panel, and shall notify each other in writing of their selection.

The fact finding panel shall make such investigation and interview such witnesses as in its judgment is appropriate or necessary under the circumstances, and shall render its decision within 20 working days, or such extended period of time as is mutually agreed upon between the Company and the Union.

A majority vote of the panel shall decide any controversy submitted to it under this Section. Any decision of the panel shall be in writing and shall be binding upon the employee, the Company, and the Union, to each of whom a copy shall be given.

In the event that the panel becomes deadlocked and a majority vote cannot be reached, the panel within the same 20 working day period shall ask the Wisconsin Employment Relations Commission to assign a mediator from among a list of 3 mediators whose names will be mutually agreed upon by the Company and the Union. Whenever possible, the Commission will be asked to assign the mediator on a rotation basis, so that each of the 3 mediators on the list will serve in turn.

The panel will meet with the mediator at such times as may be mutually convenient to the mediator and the panel, and within the same 20 working day period or such extended period as mutually agreed upon will try to arrive at a majority vote. If after a thorough discussion, investigation, and the process of mediation, the panel still remains deadlocked, the prior decision of the Grievance Committee shall be final.

(b) If the Grievance involves an issue of job evaluation or merit increase, the Union within 10 working days after receiving the notice specified in Step 2 may notify the Director, Employee Relations in writing that it desires to appeal the decision of the Grievance Committee to a fact finding panel composed of an equal number of persons designated by the Union and the Company. Thereafter, within 10 working days the Union and the Company shall each designate 2 representatives for the fact finding panel, and shall notify each other in writing of their selection.

The fact finding panel will determine if there are any additional facts relevant to the Grievance and will report any findings back to the Grievance Committee within 20 working days, or such extended period of time as is mutually agreed upon between the Company and the Union. The Grievance Committee will then reconsider the Grievance based on the recommendation of the fact finding panel. In such cases, the action of the Grievance Committee is final.

SECTION 2. Documentation.

Documentation related to an employee grievance is to be maintained in one central grievance file in the Human Resources Department and will not be included in any Company personnel file maintained with respect to such employee.

SECTION 3. Issues Impacting Union as a Whole.

Should any differences arise between the Company and the Union which affect the Union as a whole or a substantial part of its membership, not all in the same department, the Union shall submit the controversy directly to the Grievance Committee or a subcommittee designated by it.

SECTION 4. Availability of HR.

In the interest of fostering good relations with employees, the Human Resources Department of the Company shall be available at all times to employees or their representatives for the purpose of counseling.

ARTICLE X

Discharge, Last Chance Agreement

SECTION 1. Discipline and Discharge.

The Company shall have the right to discipline, up to and including discharge, any employee for good and sufficient reason. The parties agree that discipline shall be progressive, the lowest level of which is pre-warning. Except as provided below, the discipline process consists of:

Step 1: Prewarning

Step 2: Final Warning

Step 3: Discharge

The Company shall deliver to the Union office a copy of any written warning **via email within five (5) business days** given to a regular employee to the effect that they will be discharged if the employee does or does not perform certain acts specified in such warning. No regular employee shall be discharged without having received at least 1 prior written warning, unless such discharge is caused by an employee's serious willful misconduct or other circumstances where such warning is not reasonably practicable. Any such written warning shall specify a reasonable period of time within which the employee shall be required to improve performance or attendance, as the case may be. **If the concerns are specific to performance improvements, then the warning will incorporate a reasonable timeframe, for example 30, 60 or 90 days, to measure performance improvements.** Upon the expiration of the specified time period, the employee shall be notified in writing, and a copy furnished to the Union, stating whether or not the employee has complied with the terms of the warning.

When it does discharge a regular employee, the employee's manager shall meet with the employee to explain the reason for the discharge. At the employee's request, the Union representative may be present at such

meeting. If such a meeting is not practicable under the circumstances, or if no Union representative attends such meeting, the Company shall notify the Union office in writing of the discharge and the reason therefor. Whenever reasonably possible, the notice shall be given before the employee is discharged but in any event not later than the close of business on the next working day following the day of the discharge.

SECTION 2. Last Chance Agreement.

Under limited circumstances, the Company, at its sole discretion, may issue an employee a "last chance agreement" prior to discharge. A "last chance agreement" shall **expire after three (3) years on an employee's record**. The terms and conditions of this "last chance agreement" must be met for a **three (3) year time frame** of the employee's employment with Northwestern Mutual. Further, a "last chance agreement" shall not be considered to be a "written warning" for purposes of this Article of the collective bargaining agreement. The Company agrees that "last chance agreements" will be provided to employees on a limited basis and only under limited circumstances. These circumstances may include, but are not limited to, gross misconduct, gross derelict of job duties, and insubordination. Nothing in this section, however, shall prohibit the Company from proceeding immediately to discharge where such discharge is caused by an employee's serious willful misconduct or other circumstances where such warning is not justified. The Company will provide the Union with an advance copy of any such agreement.

SECTION 3. Grievance After Discharge

By filing a grievance with the head of the department from which an employee was discharged within 10 working days after discharge, the regular employee may have the discharge considered as a grievance in accordance with the steps of the procedure outlined in Article X. Any regular employee who has been wrongfully discharged shall be reinstated with full pay and shall receive restoration of all benefits.

SECTION 4. Discharge of Long-Term Temps.

The provisions of this Article shall not apply to the discharge of a long-term temporary employee, as defined in Article II, Section 1(f), when the Company exercises its right to discharge such employee upon completion of the specific project or projects for which the employee was hired.

ARTICLE XI

Cooperation

The Union acknowledges that the purpose of the Company is to furnish a high standard of personal service to policyowners and beneficiaries, and to that end the Union representatives agree to emphasize to members of the Union the importance of their cooperation and performance in attaining that objective.

All employees shall individually and collectively perform loyal and efficient work to the best of their ability, and shall cooperate with the Company and with the employees of their own and other groups or departments in promoting and advancing the welfare of the Company at all times. The Company and the Union

agree to promote harmony and cooperation in their dealings with each other, and to promote harmony and efficiency among all the employees.

The Company, its employees, and the Union acknowledge their mutual responsibility to promote and encourage safety in all areas of the Company. To this end, the Company for its part agrees to continue to make all reasonable provisions for the safety of all employees, and the Union for its part agrees to continue to promote the realization among all employees of their individual responsibility to exercise due care so as to prevent accidents.

ARTICLE XII

Management Rights

The management of employees and the direction of the working forces shall be vested in the Company except as provided for in this Agreement or by operation of law. This Article is not intended to limit the Company's obligation to bargain with the Union nor does it act as a waiver by the Union of any of its bargaining rights. These management rights shall include, but not limited to, the right to determine the quality and reasonable quantity of work performed, to determine the number of employees to be employed, to determine work locations, to subcontract/outsource work (subject to the Letter of Understanding dated April 27, 2018), to use temporary agency staff workers as provided in Article II, Section 1(e), to lay off, assign, promote and delegate work, to respond to changes in demand and employment to maintain and improve efficiency, to require observance of reasonable Company rules, regulations, and other policies, to determine the methods and equipment to be utilized and the type of service to be provided, and to change, modify, or discontinue existing methods of service and equipment to be used or provided. The foregoing illustrations of the Company's management rights will not be deemed to exclude other inherent management rights.

ARTICLE XIII

Union Activities

SECTION 1. Stewards.

Upon **notification** to the employee's manager (which **notification** shall not be unreasonably denied), any **Steward** of the Union who transacts Union business with the Company, or settles grievances with the Company, during the regular schedule of office hours shall be excused from work for a sufficient time to discharge such Union duties without loss of pay, **and any disciplinary action. The Company agrees to discuss with the Steward's manager and department head, as needed, the duties and responsibilities of the Steward with a view towards accommodating the Steward. The Union agrees that the Steward shall not unreasonably abuse this privilege.**

SECTION 2. Bargaining Team.

If the Union or the Company gives the notice to terminate or amend the Agreement effective after the agreement dated **March 1, 2021** as provided in Article XVII, and the parties thereafter enter into collective bargaining negotiations for a new or amended Agreement, members of the Union Bargaining Committees shall receive their

regular rate of compensation for time spent in such negotiations during their regular schedule of working hours, a reasonable amount of travel time to and from negotiations, as well as caucuses immediately preceding or succeeding such negotiations, up to a maximum of 125 hours per person. Any such negotiations and caucuses extending beyond 125 hours per person shall not be paid by the Company unless extended by mutual agreement, however, such excused unpaid absences for the time spent traveling to and from, in preparation for and time spent in negotiations shall be considered as time worked and shall not be taken into account for purposes of merit compensation for Union Bargaining Committee members. Any such business shall be conducted so as not to interfere with the efficient performance of the regular job duties by the Union member. If the member works on the second or third shift, and such business cannot therefore feasibly be conducted during their regular shift, the employee shall be entitled to an equal amount of time off for the time spent on such business, to be taken at the convenience of the Company.

SECTION 3. General.

Unless absence will interfere with the efficient operation of the department, any **Steward** of the Union who desires to participate in any activity of the Union of Office and Professional Employees International Union shall, upon application to the employee's manager, be permitted to leave work for the time necessary to transact such business. Such employee shall receive no compensation from the Company while so engaged.

SECTION 4. Union Bulletin Boards.

The Company shall maintain Union bulletin boards now in use and shall install additional boards mutually agreed upon by both parties for posting of notices and other noncontroversial material acceptable to the Company. In furtherance of the foregoing, the Union will be allowed the use of a portable bulletin board to be placed near the present Union bulletin board on the second floor of the North building. The use of such portable bulletin board will be permitted only for certain occasions, to wit: Union election notices and general membership meeting notices, and for a maximum period of 2 working days per occasion. Such notices must be acceptable to the Company, and the use of the board may not conflict with any Company use which shall have priority.

SECTION 5. List of Stewards.

Within 5 working days of request by the Company, the Union shall provide the Company with a list of all Union stewards and Union officers.

ARTICLE XIV

Miscellaneous

SECTION 1. Funeral Leave of Absence.

An employee may choose an absence of up to 5 days for a death in the family (i.e., parent, step-parent, parent-in-law, same-sex domestic partner's parent, child, step-child, same sex-domestic partner's child, grandchild, son-in-law or daughter-in-law, spouse, same-sex domestic partner, brother or sister, same-sex domestic partner's brother or sister, step-brother or step-sister, grandparent, brother-in-law or sister-in-law) with

full salary. **An employee may choose an absence of up to four (4) hours to attend the wake/funeral of a close friend.**

SECTION 2. Uniforms and Safety Gear.

Uniforms: The Employer shall provide without cost to employees, job or work related uniforms or protective clothing where the Employer deems it necessary.

Prescription Safety Glasses: Job required prescription safety glasses will be provided through company approved vendor at 100%; except for the cost of transition lenses.

Safety Footwear: The Employer shall reimburse eligible employees for a portion of the purchase cost of required safety footwear. Reimbursement will be available for up to two pair of safety footwear per calendar year, according to reimbursement guidelines specified within this section. In exceptional circumstances the Company will replace additional footwear if it has been worn out or has suffered an event that deems the shoes to no longer provide adequate safety protection.

Footwear Reimbursement Guidelines:

- **Non-Skid Only Safety Shoes:** Eligible employees will receive reimbursement of 50% of the cost of non-skid safety shoes, up to a maximum reimbursement of \$90.00. The minimum reimbursement will be the lesser of \$60.00 or the cost of the shoes.
- **Non-Skid Reinforced Toe Safety Shoes and Non-Skid Reinforced Toe Metatarsal Guard Safety Shoes:** For employees required to wear safety shoes with reinforced toe or metatarsal guard, the Company will pay the first \$105.00 of the cost of these shoes, and 50% of the cost thereafter, subject to a maximum reimbursement of \$150.00.

In order to qualify for reimbursement, the safety footwear must meet the safety specifications set forth by the Company, and the employee must submit the reimbursement request with a valid receipt. Employer will comply with OSHA required personal protective equipment regulations.

ARTICLE XV

Present Benefits

All present benefits not affected by this Agreement shall be continued to Home Office employees of the Company except as set forth in the Supplemental Agreement dated the date of this Agreement.

ARTICLE XVI

Career Development

The Company and Union are committed to creating and maintaining a working environment in which employees may pursue growth and development. To this end, employees are encouraged to annually discuss


with their manager their career interests. Likewise, managers are encouraged to work with employees to identify and provide developmental opportunities (e.g. project work, committee assignment, etc.), providing equal access based on merit and qualifications.

ARTICLE XVII

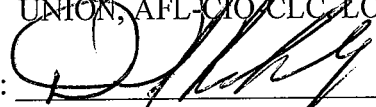
Duration of Agreement

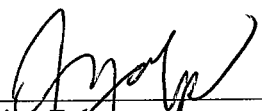
This Agreement shall constitute the entire agreement between the parties, shall supersede all previous agreements between them, and shall be in full force and effect for an initial term of **March 1, 2021 through February 29, 2024**, and from year to year thereafter unless either party shall give sixty (60) days prior written notice to terminate the Agreement or to amend the Agreement. Should either party give the prescribed notice to terminate the Agreement it shall terminate on the **earlier of March 31st or February 29, 2024** next following the giving of such notice. The party giving notice to amend shall state, either as a part of such notice or in a separate written statement delivered within thirty (30) days thereafter, any and all of the provisions it wishes to change. Where only a notice to amend is given, and the parties cannot agree on the proposed amendments, either party shall have the right to terminate the Agreement at any time after the expiration of the initial term upon giving five (5) days prior notice of termination.

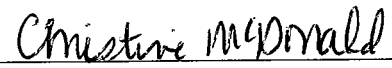
THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY

By: 
Kate Shaw
Employee Relations Lead

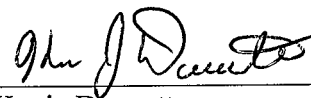
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO/CLC LOCAL 9

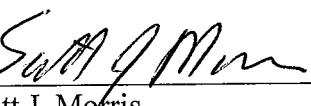
By: 
David Rehberg
Business Manager Local 9

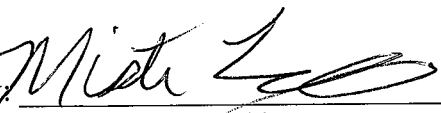
By: 
Jessica Zolp
Senior Director, Employee & Labor Relations


By: 
Christine McDonald
Union Bargaining Team

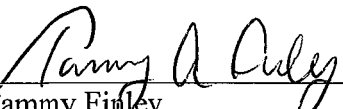
By: 
Emily Panella
Business Project Manager Sr. Specialist

By: 
Kevin Doucette
Union Bargaining Team

By: 
Scott J. Morris
Assistant General Counsel and Assistant Secretary

By: 
Misti Trzebiatowski
Union Bargaining Team

By: 
John Thompson
Assistant General Counsel and Assistant Secretary

By: 
Tammy Finley
Union Bargaining Team

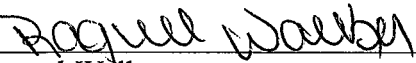
By: 
Raquel Walker
Union Bargaining Team

EXHIBIT I

**New Salary Ranges
Office Staff***

Effective 3/1/2021– 2/28/2022

Family(ies)		40.0 Annual Salary Range Structure			Hourly Salary Range Structure		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Administrative Services	Associate	\$28,369	\$35,462	\$42,554	\$13.64	\$17.05	\$20.46
	Intermediate	\$32,392	\$40,491	\$48,589	\$15.57	\$19.47	\$23.36
	Senior	\$35,296	\$44,120	\$52,944	\$16.97	\$21.21	\$25.45
	Lead	\$38,640	\$48,300	\$57,960	\$18.58	\$23.22	\$27.87
Accounting & Finance Investment Support	Associate	\$32,392	\$40,491	\$48,589	\$15.57	\$19.47	\$23.36
	Intermediate	\$35,296	\$44,120	\$52,944	\$16.97	\$21.21	\$25.45
Marketing & Communications	Senior	\$38,640	\$48,300	\$57,960	\$18.58	\$23.22	\$27.87
	Lead	\$41,029	\$51,286	\$61,543	\$19.73	\$24.66	\$29.59
Legal & Regulatory	Associate	\$32,392	\$40,491	\$48,589	\$15.57	\$19.47	\$23.36
	Intermediate	\$38,640	\$48,300	\$57,960	\$18.58	\$23.22	\$27.87
Information Technology	Senior	\$41,029	\$51,286	\$61,543	\$19.73	\$24.66	\$29.59
	Lead	\$43,528	\$54,410	\$65,291	\$20.93	\$26.16	\$31.39
Customer Service	Associate	\$35,296	\$44,120	\$52,944	\$16.97	\$21.21	\$25.45
	Intermediate	\$38,640	\$48,300	\$57,960	\$18.58	\$23.22	\$27.87
	Senior	\$41,029	\$51,286	\$61,543	\$19.73	\$24.66	\$29.59
	Lead	\$43,528	\$54,410	\$65,291	\$20.93	\$26.16	\$31.39
Underwriting & Claims	Associate	\$32,392	\$40,491	\$48,589	\$15.57	\$19.47	\$23.36
	Intermediate	\$35,296	\$44,120	\$52,944	\$16.97	\$21.21	\$25.45
	Senior	\$41,029	\$51,286	\$61,543	\$19.73	\$24.66	\$29.59
	Lead	\$43,528	\$54,410	\$65,291	\$20.93	\$26.16	\$31.39

NOTE: Jobs that are on a market rate (MR) range today will retain their market rate, unless the range the job is slotted to is more advantageous. All no range (NR) jobs will remain NR in Career Framework.

***Hourly range structure is for a standard workweek of over 37.5 hours, up to and including 40 hours. Annual ranges can be calculated by multiplying the hourly rate x number of hours/week x 52 weeks in a year.**

Effective 3/1/2022 – 2/28/2023

Family(ies)	Level	40.0 Annual Salary Range Structure			Hourly Salary Range Structure		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Administrative Services	Associate	\$28,937	\$36,171	\$43,405	\$13.91	\$17.39	\$20.87
	Intermediate	\$33,040	\$41,300	\$49,560	\$15.88	\$19.86	\$23.83
	Senior	\$36,002	\$45,002	\$54,003	\$17.31	\$21.64	\$25.96
	Lead	\$39,413	\$49,266	\$59,120	\$18.95	\$23.69	\$28.42
Accounting & Finance	Associate	\$33,040	\$41,300	\$49,560	\$15.88	\$19.86	\$23.83
	Intermediate	\$36,002	\$45,002	\$54,003	\$17.31	\$21.64	\$25.96
Investment Support	Senior	\$39,413	\$49,266	\$59,120	\$18.95	\$23.69	\$28.42
	Lead	\$41,849	\$52,311	\$62,774	\$20.12	\$25.15	\$30.18
Marketing & Communications	Associate	\$33,040	\$41,300	\$49,560	\$15.88	\$19.86	\$23.83
	Intermediate	\$39,413	\$49,266	\$59,120	\$18.95	\$23.69	\$28.42
Legal & Regulatory	Senior	\$41,849	\$52,311	\$62,774	\$20.12	\$25.15	\$30.18
	Lead	\$44,398	\$55,498	\$66,597	\$21.35	\$26.68	\$32.02
Information Technology	Associate	\$36,002	\$45,002	\$54,003	\$17.31	\$21.64	\$25.96
	Intermediate	\$39,413	\$49,266	\$59,120	\$18.95	\$23.69	\$28.42
Customer Service	Senior	\$41,849	\$52,311	\$62,774	\$20.12	\$25.15	\$30.18
	Lead	\$44,398	\$55,498	\$66,597	\$21.35	\$26.68	\$32.02
Underwriting & Claims	Associate	\$33,040	\$41,300	\$49,560	\$15.88	\$19.86	\$23.83
	Intermediate	\$36,002	\$45,002	\$54,003	\$17.31	\$21.64	\$25.96
	Senior	\$41,849	\$52,311	\$62,774	\$20.12	\$25.15	\$30.18
	Lead	\$44,398	\$55,498	\$66,597	\$21.35	\$26.68	\$32.02

NOTE: Jobs that are on a market rate (MR) range today will retain their market rate, unless the range the job is slotted to is more advantageous. All no range (NR) jobs will remain NR in Career Framework.

***Hourly range structure is for a standard workweek of over 37.5 hours, up to and including 40 hours. Annual ranges can be calculated by multiplying the hourly rate x number of hours/week x 52 weeks in a year.**

Effective 3/1/2023 – 2/29/2024

Family(ies)	Level	40.0 Annual Salary Range Structure			Hourly Salary Range Structure		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Administrative Services	Associate	\$29,515	\$36,894	\$44,273	\$14.19	\$17.74	\$21.29
	Intermediate	\$33,701	\$42,126	\$50,552	\$16.20	\$20.25	\$24.30
	Senior	\$36,722	\$45,902	\$55,083	\$17.65	\$22.07	\$26.48
	Lead	\$40,201	\$50,252	\$60,302	\$19.33	\$24.16	\$28.99
Accounting & Finance	Associate	\$33,701	\$42,126	\$50,552	\$16.20	\$20.25	\$24.30
	Intermediate	\$36,722	\$45,902	\$55,083	\$17.65	\$22.07	\$26.48
Investment Support	Senior	\$40,201	\$50,252	\$60,302	\$19.33	\$24.16	\$28.99
	Lead	\$42,686	\$53,358	\$64,029	\$20.52	\$25.65	\$30.78
Marketing & Communications	Associate	\$33,701	\$42,126	\$50,552	\$16.20	\$20.25	\$24.30
	Intermediate	\$40,201	\$50,252	\$60,302	\$19.33	\$24.16	\$28.99
Legal & Regulatory	Senior	\$42,686	\$53,358	\$64,029	\$20.52	\$25.65	\$30.78
	Lead	\$45,286	\$56,608	\$67,929	\$21.77	\$27.22	\$32.66
Information Technology	Associate	\$36,722	\$45,902	\$55,083	\$17.65	\$22.07	\$26.48
	Intermediate	\$40,201	\$50,252	\$60,302	\$19.33	\$24.16	\$28.99
Customer Service	Senior	\$42,686	\$53,358	\$64,029	\$20.52	\$25.65	\$30.78
	Lead	\$45,286	\$56,608	\$67,929	\$21.77	\$27.22	\$32.66
Underwriting & Claims	Associate	\$33,701	\$42,126	\$50,552	\$16.20	\$20.25	\$24.30
	Intermediate	\$36,722	\$45,902	\$55,083	\$17.65	\$22.07	\$26.48
	Senior	\$42,686	\$53,358	\$64,029	\$20.52	\$25.65	\$30.78
	Lead	\$45,286	\$56,608	\$67,929	\$21.77	\$27.22	\$32.66

NOTE: Jobs that are on a market rate (MR) range today will retain their market rate, unless the range the job is slotted to is more advantageous. All no range (NR) jobs will remain NR in Career Framework.

***Hourly range structure is for a standard workweek of over 37.5 hours, up to and including 40 hours. Annual ranges can be calculated by multiplying the hourly rate x number of hours/week x 52 weeks in a year.**

EXHIBIT II
New Salary Ranges -- Building Services Staff: See Building Services Appendix

EXHIBIT III

**New Salary Ranges
Restaurant Staff**

Effective 3/1/2021 – 2/28/2022

Level	40.0 Annual Salary Range Structure			Hourly Range Structure		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R1	\$27,578	\$30,642	\$33,707	\$13.26	\$14.73	\$16.21
R2	\$29,299	\$34,470	\$39,640	\$14.09	\$16.57	\$19.06
R3	\$32,799	\$40,999	\$49,199	\$15.77	\$19.71	\$23.65
R4	\$38,275	\$47,844	\$57,412	\$18.40	\$23.00	\$27.60

Effective 3/1/2022 – 2/28/2023

Level	40.0 Annual Salary Range Structure			Hourly Range Structure		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R1	\$28,130	\$31,255	\$34,381	\$13.52	\$15.03	\$16.53
R2	\$29,885	\$35,159	\$40,433	\$14.37	\$16.90	\$19.44
R3	\$33,455	\$41,819	\$50,183	\$16.08	\$20.11	\$24.13
R4	\$39,040	\$48,800	\$58,560	\$18.77	\$23.46	\$28.15

Effective 3/1/2023 – 2/29/2024

Level	40.0 Annual Salary Range Structure			Hourly Range Structure		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R1	\$28,692	\$31,880	\$35,068	\$13.79	\$15.33	\$16.86
R2	\$30,483	\$35,862	\$41,242	\$14.66	\$17.24	\$19.83
R3	\$34,124	\$42,655	\$51,187	\$16.41	\$20.51	\$24.61
R4	\$39,821	\$49,776	\$59,732	\$19.14	\$23.93	\$28.72

EXHIBIT IV

**New Salary Ranges
Orders and Material Handling Positions***

Effective 3/1/2021 – 2/28/2022

Level	40.0 Annual Salary Range Structure			Hourly Salary Range Structure		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
DS1	\$29,655	\$37,069	\$44,483	\$14.26	\$17.82	\$21.39
DS2	\$32,852	\$41,065	\$49,278	\$15.79	\$19.74	\$23.69
DS3	\$33,606	\$42,007	\$50,408	\$16.16	\$20.20	\$24.23
DS4	\$36,269	\$45,337	\$54,404	\$17.44	\$21.80	\$26.16
DS5	\$37,004	\$46,256	\$55,507	\$17.79	\$22.24	\$26.69

Effective 3/1/2022 – 2/28/2023

Level	40.0 Annual Salary Range Structure			Hourly Salary Range Structure		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
DS1	\$30,248	\$37,810	\$45,372	\$14.54	\$18.18	\$21.81
DS2	\$33,509	\$41,887	\$50,264	\$16.11	\$20.14	\$24.17
DS3	\$34,278	\$42,847	\$51,417	\$16.48	\$20.60	\$24.72
DS4	\$36,995	\$46,243	\$55,492	\$17.79	\$22.23	\$26.68
DS5	\$37,745	\$47,181	\$56,617	\$18.15	\$22.68	\$27.22

Effective 3/1/2023 – 2/29/2024

Level	40.0 Annual Salary Range Structure			Hourly Salary Range Structure		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
DS1	\$30,853	\$38,567	\$46,280	\$14.83	\$18.54	\$22.25
DS2	\$34,179	\$42,724	\$51,269	\$16.43	\$20.54	\$24.65
DS3	\$34,963	\$43,704	\$52,445	\$16.81	\$21.01	\$25.21
DS4	\$37,735	\$47,168	\$56,602	\$18.14	\$22.68	\$27.21
DS5	\$38,499	\$48,124	\$57,749	\$18.51	\$23.14	\$27.76

*Hourly range structure is for a standard workweek of over 37.5 hours, up to and including 40 hours. Annual ranges can be calculated by multiplying the hourly rate x number of hours/week x 52 weeks in a year.

EXHIBIT V

Guidelines for Patterns of Increases for Annual Merit and Senior Merit Increases

MERIT/SENIOR MERIT INCREASE GUIDELINES		
Effective March 1, 2021: 2% Merit Budget		
PERFORMANCE LEVEL	MERIT INCREASE RANGE	
Exceptional	4.0%	6.0%
Highly Successful	2.0%	4.0%
Successful	1.0%	2.5%
Consistency Needed*	0.0%	1.0%
Requires Improvement	0.0%	0.0%
Out-of-pattern increases will be considered if substantiated.		

*Senior merit increases require a rating of Consistency Needed or above.

The negotiated merit payout percentage shall be included as part of the 'Successful' performance rating merit increase range.

Effective March 1, 2022 through February 29, 2024 merit budget alignment with management merit budget with a minimum of 2% merit budget.

EXHIBIT VI

All letters of understanding (not including letters of settlement) dated prior to the date this Collective Bargaining Agreement is executed, shall be non-binding on either party, unless such letters of understanding appear as appendices to this Agreement, except for their use as historical documents.

Any letter of understanding appearing as an appendices to this Agreement, or provisions of any letter of understanding appearing as an appendices to this Agreement which are in variance with any provision of this Collective Bargaining Agreement shall be superseded.

LETTER OF UNDERSTANDING

March 2, 2009

Mr. Christian Hains
Business Manager
OPEIU Local 35

Dear Christian:

This letter confirms our understanding regarding Northwestern Mutual Life's company driver position and the status of that position relative to the bargaining unit represented by O.P.E.I.U., Local 35. We have agreed that the Union recognition clause in Article I, Section 1 of the collective bargaining agreement is amended to exclude only the primary company driver.

On occasion, the Company has the need to have other employees perform back up driving duties. We have agreed that the primary driver exclusion shall not apply with respect to any otherwise eligible bargaining unit employee performing such duties. The Company and Union also agree that the Company reserves the right to determine who will perform the back up driving duties.

Sincerely,

Claudia Paetsch
Director, Employee Relations

Dated this ____ day of _____, 2009.

Claudia Paetsch
Director, Employee Relations
Chief Spokesperson, Northwestern
Mutual

Christian Hains
Business Agent
O.P.E.I.U., Local 35

LETTER OF UNDERSTANDING

February 20, 2009, Revised February 9, 2015

*Susan French
International Representative
OPEIU Local 35*

Dear Susan:

This letter summarizes the understanding of the Company and the Union regarding expected production standards. The Union and the Company both recognize the importance of employee engagement and motivation, and the importance of employees to take ownership of their jobs. To assist in this, expected effective production standards should be communicated to employees clearly by their manager.

Employees should be informed ahead of time how and on what basis their performance is being measured, both on individual and team standards. In jobs where quantitative standards are used to rate performance, the Company and Union agree that employees cannot be expected to manage their own performance well if they are not informed quantitatively what is expected of them. Performance is measured on a working basis throughout the year by both the manager and the employee. Systematic measures may identify an employee who is not meeting expected production standards, and in these cases the manager will timely meet with the employee to discuss how his/her production is not meeting the standard(s) and what improvements/adjustments are needed. An employee may request a meeting with his/her manager to discuss foreseeable barriers that may interfere with his/her meeting expected production standards and what improvements/adjustments can be made.

The Company and Union understand that there are special challenges for both the manager and the employee when there are changes to an employee's job during a performance period. As a result, if there are changes to an employee's job that modify production standards, goals or other performance measures in a significant way, it is expected that such changes will be communicated to the employee in writing prior to becoming implemented so that the employee can be informed about what is expected of him or her following the change(s). Further, if the changes require new training or retraining, it is the expectation that an employee will be allowed to complete the training or retraining before being disciplined or penalized for not meeting the new job requirement(s).

In evaluating an employee's performance in connection with any quantitative measures, a manager should take due consideration of any atypical work-related factors, including paid holidays and an employee's scheduled and approved Paid Time Off (PTO) and other scheduled and approved leave(s). This shall be included in and understood to be part of the review process.

By making the expected effective production standards more transparent, the Company and the Union believe that active employees in the process will be more engaged in their work and will better understand the value it adds to individual and company success.

Dated this _____ day of February, 2015

Tammy Woodbury
Director, Employee Relations
Chief Spokesperson, Northwestern Mutual

Susan French
International Representative
O.P.E.I.U., Local 35

LETTER OF UNDERSTANDING

January 7, 2021

Mr. David J. Rehberg
Business Manager
OPEIU, Local 9

Dear David:

Joint Labor Management Relations Committee

The Company and the Union acknowledge their mutual desire to promote and encourage a positive labor/management relationship and to encourage cooperation and understanding in addressing workplace issues and concerns.

*Therefore the parties have agreed to establish a Joint Labor - Management Committee. The Committee will include representatives of Union and Management, with the numbers participating as mutually agreed to by the parties. The Committee will meet quarterly, and at such additional times as may be agreed to by the parties. The purpose of the Committee will be to discuss and consider ways to improve the relationship between the parties, and to consider and provide recommendations regarding programs and initiatives; such topics may include, but are not limited to: FMCS training in such committees, the use of **Northwestern Mutual digital platforms**, dedicated space for stewards to meet with employees, file storage space, union bulletin boards, information in new employee orientation, training for Human Resources representatives and other leaders, as well as other issues that may arise based on discussions within the committee.*

Agreed:

Kate Shaw
Employee Relations Consultant
Chief Spokesperson, Northwestern Mutual

David J. Rehberg
Business Manager
OPEIU, Local

July 17, 2014, Revised February 19, 2015

Ms. Patt A. Gibbs
International Representative
OPEIU, Local 35

Dear Patt,

This letter summarizes the understanding of the Company and the Union regarding the Recognition program. The Company will be introducing a new Recognition program in the fall of 2014. The program is intended to allow all employees, including union eligible employees, to acknowledge the contributions of other employees in the work place and to encourage a culture of regular, timely and meaningful recognition.

The program will be delivered through a software platform that enables employees to recognize others through written notes and/or points. Points will be redeemable for merchandise available through the software platform.

Effective April 1st, 2015, in addition to the BRAVO software recognition program, one-time, lump sum spot bonuses of a minimum of \$400 may be awarded throughout the performance year as part of the Company's recognition culture. Reasons for awarding a spot bonus may include, but are not limited to: successful completion of an exceptional project, assuming additional responsibilities for an extended period of time, etc. A detailed explanation from the employee's manager will be submitted to HR with a request for the spot bonus.

The Company retains the unilateral right to change, amend or terminate these programs and/or the terms and conditions of the programs at any time. However, it is the Company's intention to support the program to uphold a culture of recognition and will make ongoing program modifications and enhancements as business needs and usage deem necessary.

Your signature below will indicate the Union's agreement to this letter of understanding.

Sincerely,

Tammy Woodbury
Director, Employee Relations

Agreed this ____ day of February, 2015

OPEIU, Local 35

By _____
Patt A. Gibbs
International Representative

Letter of Understanding

February 12, 2015

Ms. Patt A. Gibbs
OPEIU, Local 35

Dear Patt,

The purpose of this letter is to set forth the agreement between the Company and the Union regarding the FINRA (Financial Industry Regulatory Authority) Licensing pilot. In this pilot, effective April 1, 2015, the Company will provide training and incentives for individuals to study for and obtain FINRA series licenses required by position.

Pre-Testing

The PSI (Performance Skills Index) test assesses an individual's capability to learn and remember new information and is predictive of performance on licensing exams. Employees will be allowed to take the exam without applying for a FINRA required position so they can learn more about the probability of passing the FINRA exam(s). Once completed, employees will be provided with comprehensive PSI test results so they can understand their personal learning style and to work with management to determine the best structure for their test preparation. Upon pre-test completion, employees will NOT be required to prepare and sit for FINRA exam(s) if they do not desire to do so.

Test Preparation

Once an employee moves into a position that requires a FINRA license(s), employees will be provided high quality and consistent resources and educational classes and materials at no cost to the employee so they can successfully prepare for and ultimately pass the FINRA exam(s). It is expected that employees will sit for the FINRA exam upon completion of the test preparation. Costs related to FINRA license(s) shall not be deducted or charged against the employee's benefits as provided in Exhibit C of the current agreement.

Licensing Bonuses for Passed Exams

Upon successfully passing the required FINRA exam(s), employees will receive a bonus of \$1,000 for the first exam and \$500 for any subsequent exams. Bonuses will be awarded to both new and existing employees of the Company. These bonuses will be offered to employees who pass exams after April 1, 2015 and will not be offered to those employees who have successfully passed exam(s) previously.

Contingent Offers, Failed Exams

Options will be made available for regular employees who transfer in to FINRA related positions who do not successfully pass the required exam(s) within the allotted timeframe allowed. For a union-eligible employee who is otherwise in good standing with regards to performance and attendance, but who fails the required exam(s), the manager has the ability to extend the trial period to allow the employee to conduct non-FINRA licensed work for up to 6 months after the final failed exam if the work is available. Alternatively, if the employee's previous position is still vacant, the employee may have the option to transfer back. If the employee continues with non-FINRA licensed work, he/she would be responsible for finding a new position within the extended six month timeframe before the trial period expires.

For union eligible employees, if no other position is found and involuntary separation of employment occurs at the end of the failed trial period, the employee will be given priority consideration for any posted or advertised job openings for which he/she is qualified at or below the job level held before the job change.

(Note: This provision does not apply to employees are new to the company and are still in their probationary period.)

The Company retains the right to terminate this pilot program at any time. However, it is the Company's intention to allow employees already in the pilot, and making progress towards sitting for the FINRA exam(s), to continue through completion.

Your signature below will indicate the Union's agreement to this letter of understanding.

Sincerely,

Tammy Woodbury
Director, Employee Relations

Agreed this _____ day of February, 2015.

OPEIU, Local 35

BY _____
Patt A. Gibbs,
International Representative

Letter of Understanding on Recognition Clause

Patt A. Gibbs
International Representative
OPEIU-Local 35

Dear Patt:

The purpose of this Letter of Understanding is to clarify our agreement on how the new language in Article II, Section 1(8) will be applied. The Company agrees that, notwithstanding the exception, any employee described in such subsection (8) who was a member of the Union as of the first day of this Agreement will continue to be eligible for Union membership and will continue as a member of the bargaining unit for as long as such employee remains a member of the Union. In the event that the Law Department changes its work model away from its current pooled-type secretarial assignment structure back to a specifically assigned secretarial structure then the amendment in (8) above will return to its original terms and all Law Department secretaries will again be part of the bargaining unit and eligible for Union membership (except as otherwise exempt under some other part of Section 1).

Notwithstanding anything above, an administrative assistant in the Law Department or Budget and Expense Management may elect to join the union and will then be treated as part of the bargaining unit. All administrative assistants in the Law Department and Budget and Expense Management will have the same compensation and benefit programs regardless of their union eligibility status.

Dated this _____ day of May, 2018

Jennifer Reiss
Employee Relations Director
Chief Spokesperson, Northwestern Mutual

Patt A. Gibbs
International Labor Representative
O.P.E.I.U., Local 35

Letter of Understanding on Management Rights Provision

April 27, 2018

Patt A. Gibbs
International Representative
OPEIU-Local 35

Dear Patt:

The purpose of this Letter of Understanding is to clarify our agreement on how the new language of the management rights provision in Article XII will apply to the subcontracting/outsourcing of work. The parties have agreed to bargain over both the decision to subcontract/outsourcing work as well as the effects of such subcontracting/outsourcing for the first instance such subcontracting/outsourcing impacts Union-eligible employees that occurs after the date of this Agreement. Subsequent instances where Union-eligible employees are impacted by subcontracting/outsourcing will not require decisional bargaining, but will be handled in the same manner as the initial subcontracting/outsourcing event which was mutually agreed to by the parties. This means that Union-eligible employees who are impacted by a subsequent subcontracting/outsourcing event will receive the same treatment and the same severance and other benefits received by the first affected group unless otherwise modified and agreed to by the parties.

The Company agrees to provide the Union with at least sixty (60) days advance notice of the first subcontracting/outsourcing event, including a list of the employees proposed to be impacted and the Department(s) being affected. This should allow the parties sufficient time to bargain over this first subcontracting/outsourcing event. In the event that no agreement is reached in this sixty (60) day period, the parties agree that they will continue discussions and bargaining for another sixty (60) days. In the event that no agreement is reached then both parties will have such rights and be able to take such action as provided for under the labor agreement and applicable law. For subsequent subcontracting/outsourcing events, the Company agrees to provide the Union with at least thirty (30) days advance notice, again providing a list of employees impacted, the Department(s) affected and a summary of the severance and other benefits being provided. As stated above, the parties understand and agree that a subsequent subcontracting/outsourcing event will not require further bargaining and will receive the same treatment and the same severance and other benefits received by the first affected group unless otherwise agreed.

LETTER OF TENTATIVE AGREEMENT

The purpose of this letter is to provide contract language for review and tentative approval by the Company and the Union. This language is the result of current contract negotiations between the Northwestern Mutual Life Insurance Company and O.P.E.I.U., Local 35. It is the intention of both parties to amend the successor agreement to the Collective Bargaining Agreement as follows:

Letter of Understanding

Patt Gibbs
OPEIU

Dear Patt:

The purpose of this Letter of Understanding is to summarize the agreement by the Company to provide employees in the call center business units with daily work breaks from their phone duties. This includes employees scheduled for phone duty in call centers within Operations who adhere to a Workforce Optimization (WFO) schedule.

This Letter of Understanding is in response to issues raised by the Union with respect to the working conditions in the call center. The Union expressed its view that employees would be more effective and efficient, and better working conditions would result, from providing more clarity surrounding the ability of employees in the call centers to have daily work breaks from their phone duties. As a matter of principle, the Company agrees with this position and has been working on a number of initiatives to improve working conditions, including the better facilitation of breaks.

With that as an introduction, the Company does intend to change the working conditions in the call center business units to allow employees daily work breaks from phone duties. It is the Company's intent to revise its workforce plan to include at least 20 minutes of break time into its staffing model, preferably two, ten (10) minute paid breaks. This new staffing model will ensure that call center employees will have at least 20 minutes per day off the phones, with the ability to take work breaks, typically one in the morning and one in the afternoon; not to extend the work day. Work breaks will typically be arranged at times of the employee's choice, taking into account business needs. This will give the employees and managers flexibility to design the work schedule to fit the needs and choices of the employees, as well as the business needs. The Union also understands that the requested break time(s) may need to be aligned with business needs for that day's work schedule. However, it is the Company's intention that daily work breaks will be provided. Further, the Company agrees not to take any approved work breaks into account when determining performance metrics and performance ratings. The Company, therefore, agrees that these changes to the staffing model will be adopted no later than June 30, 2018.

The parties agree that the Joint Labor Management Company Committee will be able to monitor the success and effectiveness of these implemented changes.

Dated this ____ day of February, 2018

Jennifer Reiss
Employee Relations Director
Chief Spokesperson, Northwestern
Mutual

International Labor Representative
O.P.E.I.U., Local 35

LETTER OF UNDERSTANDING

January 7, 2021

**David J. Rehberg
Business Manager
OPEIU, Local 9**

Dear David,

The purpose of this letter is to summarize the company's intention to explore changes to our current payroll process. The company is considering a move to a bi-weekly (26 paychecks per year) payroll process for union employees.

Further review of payroll system and timeline capability and availability are under consideration which may lead us to implement payroll changes within the duration of this labor agreement. As we recognize the potential impact of payroll change for our employees, we commit to communicating any change well in advance of a transition (no less than four months). We will discuss and develop a transition plan to address any hardship concerns should we move in this direction.

Dated this 7th day of January, 2021

**Kate Shaw
Employee Relations Lead
Chief Spokesperson, Northwestern
Mutual**

**David J. Rehberg
Business Manager
OPEIU, Local 9**

Letter of Understanding

March 3, 2021

David J. Rehberg
Business Manager
OPEIU-Local 9

Dear David:

The purpose of this Letter of Understanding is to provide principles and guidelines regarding the Company's use of temporary staffing agency workers who perform work on a limited term basis that is also performed by employees covered by the Collective Bargaining Agreement. This is intended to cover the Company's use of workers from temporary staffing/worker leasing companies such as Manpower, Adecco, ABM, etc., who are employees of the temporary staffing agency, and is not intended to cover temporary employees of Northwestern Mutual.

The Company and Union agree and understand that a temporary staffing agency worker may be used for job assignments and/or positions that are expected to last for a period of eighteen (18) months or less. If a temporary staffing agency worker is still working in that same position at the end of this period of time, the Department will evaluate the continued business need for the work to be performed. The evaluation will include a determination of whether the continued business need for the position is of a short-term nature (i.e., six (6) additional months or less) or of a longer term. **If there is a continued and longer-term need for the position, the position will be posted in accordance with the current contract posting process. The Company agrees that if a temporary staffing agency worker has been in the same position for a period that exceeds twenty-four (24) months that position will be posted.** The parties understand that a decision by the Company under this paragraph will be subject to the grievance procedure in Article IX. This procedure will commence with the effective date of the new Collective Bargaining Agreement. This means that the eighteen (18) month period described above will start as of that effective date.

The Company and the Union agree to meet within sixty (60) days following the date of ratification of the new Collective Bargaining Agreement to review each current temporary staffing agency worker's position. This review is intended to assess the continued business need for the position and whether the work falls under the criteria of the use of a temporary staffing agency worker under this agreement between the parties. **If in this review it is determined that a current temporary staffing agency worker has been in his or her position for a period of more than eighteen (18) months, the Company will take the steps necessary to post that position as provided in the contract posting process.** The parties understand that this conversion/posting process will be completed for each position identified as soon as practicable, but in no case later than one hundred and twenty (120) days from the date of the Union/Company review without notification and agreement by the Union to extend this period of conversion/posting process for a reasonable period of time.

The Company agrees to provide the Union with a list of the temporary staffing agency workers assigned to positions at the Company on a semiannual basis, on the first day of February and August of each year. This list will include the information provided as agreed to in Article II, Section 1(e). Upon request, the Company

agrees to provide the Union a summary of the reasons behind any determination as to whether the temporary staffing agency worker will be retained in that assignment/position within the time limitations of the current agreement or whether the assignment/position will be converted or posted.

Kate Shaw
Employee Relations Lead
Chief Spokesperson,
Northwestern Mutual

David J. Rehberg
Business Manager
O.P.E.I.U., Local 9

LETTER OF UNDERSTANDING

January 12, 2021

David J. Rehberg
Business Manager
Office & Professional Employees International Union, Local 9
6333 W. Bluemound Rd
Milwaukee, WI 53213

Dear David:

The purpose of this letter is to set forth the agreement between the Company and the Union regarding transition benefits under the Employee Disability Income Plan for employees returning to work from short-term disability. The parties agree that the Company has, as a matter of practice, provided transition benefits to employees returning to work from short-term disability where the employee's doctor and the plan administrator agree that a gradual transition back to regular work hours will ease and/or facilitate the employee's return to work. This transition period is generally not greater than four weeks, however the period may be extended depending upon the circumstances and at the discretion of the Company.

While an employee is in the transition period they will be paid their regular hourly rate of pay for all hours worked and short-term disability benefits for the balance of their regularly scheduled work hours. Following the transition period, if the employee is not yet able to resume their regular work schedule then the employee will be paid only for hours worked at their regular hourly rate of pay. **The Company, in consideration of applicable medical documentation, shall determine the time frame it is able to reasonably accommodate the partial work schedule.**

Dated this ____ day of January, 2021

Kate Shaw
Employee Relations Lead
Chief Spokesperson, Northwestern
Mutual

David J. Rehberg
Business Manager
OPEIU, Local 9

Letter of Understanding

February 12, 2021

Dear David,

The purpose of this letter is to establish a company/union study committee to research, discuss and evaluate the application of best practice of call wrap up and use of phone status codes within call center business units and consultative business units. The goal of the committee is to explore and support clear employee understanding of appropriate status usage, support the employee experience, guide our coaching/mentoring approach and to ensure accurate and consistent application.

The Company and Union agree to determine the number and make-up of the committee prior to commencement. The joint committee will participate in putting forward recommendations based on analysis of current state, feedback from employees and leaders and alignment to industry standards.

The committee's recommendations should be put forward by August 1, 2021, unless either party extends to a later date.

Dated this ____ day of February, 2021

Kate Shaw
Employee Relations Lead
Chief Spokesperson, Northwestern
Mutual

David J. Rehberg
Business Manager
OPEIU, Local 9

LETTER OF UNDERSTANDING

March 1, 2021

**David J. Rehberg
Business Manager
OPEIU, Local 9**

Dear David,

The purpose of this letter is to set forth an agreement between the Company and the Union regarding a review of the total compensation for Restaurant/Catering employees.

The parties agree that by December 31, 2021, a market analysis will be done for the Restaurant/Catering positions to ensure that total compensation is comparable to the market for companies performing similar functions.

Once the market analysis is completed, the Company and the Union will meet to discuss and implement any changes, if appropriate, to the compensation structure.

Dated this _____ day of March, 2021

**Kate Shaw
Employee Relations Lead
Northwestern Mutual**

**David J. Rehberg
Business Manager
OPEIU, Local 9**

LETTER OF UNDERSTANDING

February 25, 2021

David J. Rehberg
Business Manager, OPEIU Local 9
6333 W Bluemound Rd
Milwaukee, WI 53213

Dear David:

The purpose of this letter is to set forth the agreement and understanding between the Company and the Union regarding the Company's annual incentive pay program. This program was initially agreed to effective May 1, 2002 and was the subject of two additional letters of understanding, dated March 13, 2013 and May 2018. The intent of this letter is to consolidate those three letters and how it applies to members of the bargaining unit.

The Company and the Union recognize that the Company's Annual Incentive Plan has been made available to all management and other unrepresented employees of the Company. The Company and Union further recognize that the Annual Incentive Plan is a mandatory subject of bargaining under the National Labor Relations Act. Both parties desire to continue to have the Annual Incentive Plan be available to bargaining unit employees represented by the Union.

The Annual Incentive Plan is intended to reward eligible employees for superior individual performance and corporate business results. All regular office staff, building services and restaurant employees with at least a "consistency needed" performance rating and a start date of no later than September 30 of the year prior to the payout would be eligible to receive an annual incentive pay award under the Annual Incentive Plan.

The Company and the Union have agreed that the Annual Incentive Plan target funding award will be set at a 3% level. The prior agreement provided that the Annual Incentive Plan target funding was set at the same level as the merit budget, which was 3% during the term of the agreement. This letter changes that approach and keeps the Annual Incentive Plan funding target at 3% even if the merit budget is not 3% in a given year. For example, if the merit budget in a given year is 2%, the Annual Incentive Plan payout to individual eligible employees will increase by a factor of 1.5 (i.e., 3% Annual Incentive Plan target funding award divided by 2% merit budget). In addition, payouts to individual eligible employees will vary based on individual merit and/or senior merit percentage increases received by that employee on the date that individual merit and/or senior merit increases are generally paid following the end of the applicable plan year. Based on the foregoing, an eligible employee's individual Annual Incentive Plan award will be determined as follows: (annual eligible earnings) x (merit/senior merit increase percentage based on a 3% Annual Incentive Plan target funding award) x (Company Total AIP Funding).

For purposes of the Annual Incentive Plan, annual eligible earnings includes compensation for hours worked (e.g., regular pay, retroactive pay, salary, associated shift differential and overtime), paid PTO, and paid leaves (e.g., bereavement, caregiver, jury duty, volunteer time off, parental and the first twelve weeks of short-term disability payments). However, annual eligible earnings for purposes of the Annual

Incentive Plan do not include any bonus payments, lump sum payments, group term life insurance and long-term disability payments.

Annual Incentive Plan award payouts for a plan year will be paid as soon as practicable following the merit increase award in the year following the end of the applicable Annual Incentive Plan year. Employees must be actively employed at the time of payout to receive an award, but pro-rata awards may be made in the event of death, total disability or retirement.

The Union understands and agrees that the amount (if any) of any payout under the Annual Incentive Plan is discretionary and will be determined solely by the Board of Trustees of the Company, except as outlined in this Letter of Understanding. No annual incentive pay award is guaranteed for any year. The Company informed the Union that it intends to use the same business measurement factors that are used by the Company for the variable pay awards for its management and other unrepresented employees. However, the Board of Trustees does reserve the right to change these factors at any time in its sole discretion, and the represented employees' and the Union's rights with regard to the Annual Incentive Plan are only as outlined in this Letter of Understanding. Further, the Board of Trustees reserves the right to amend, modify or otherwise discontinue the Annual Incentive Plan at any time.

In consideration of making the Annual Incentive Plan available to bargaining unit employees as described above, the Union agrees, for the life of this Collective Bargaining Agreement and for as long as the Annual Incentive Plan is available to bargaining unit employees, that it expressly and unequivocally waives all rights under the National Labor Relations Act and any other federal or state statute or theory of law to bargain over the terms and conditions of the Annual Incentive Plan or to request or receive information of any kind or nature relating to the Annual Incentive Plan. The Company, at its sole discretion, will determine what, if any, information will be provided to the Union to assist it in understanding the Annual Incentive Plan. It is also agreed that the Annual Incentive Plan and/or its application are not subject to the Grievance or Arbitration provisions of the Collective Bargaining Agreement.

Dated this ___ day of February, 2021

Kate Slaw
Employee Relations Lead
Chief Spokesperson, Northwestern
Mutual

David J. Rehberg
Business Manager
OPEIU, Local 9

Supplemental Agreement

THIS SUPPLEMENTAL AGREEMENT entered into on the 15th day of March, 2021 by and between The Northwestern Mutual Life Insurance Company (the "Company") and Office and Professional Employees International Union AFL-CIO-CLC, Local 9 (the "Union"),

WHEREAS, the Company and the Union have recently concluded negotiations for a Collective Bargaining Agreement dated as of the date hereof (the "Agreement"), covering the terms and conditions of employment for the Collective Bargaining Unit of the Company represented by the Union; and

WHEREAS, Article XV of the Agreement contains provisions relating to the Company's obligations to maintain present benefits not affected by the Agreement; and

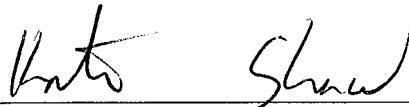
WHEREAS, certain benefits have been the subject of bargaining and the parties hereto desire to confirm their understanding of the agreements reached with regard to such benefits.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

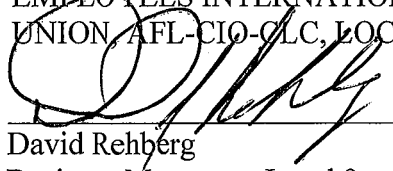
1. The Company employee fringe benefit programs listed in the attached Exhibit A will be administered and amended as described in that Exhibit.
2. Other exhibits from the prior 2018 - 2021 contract contained in the Supplemental Agreement become a part of our present benefits offerings.

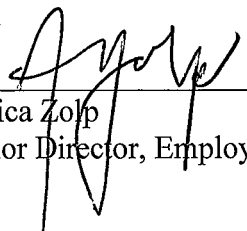
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

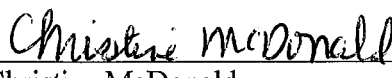
THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY


By: 
Kate Shaw
Employee Relations Lead

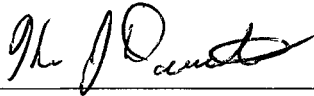
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION AFL-CIO-CLC, LOCAL 9


By: 
David Rehberg
Business Manager – Local 9


By: 
Jessica Zolp
Senior Director, Employee & Labor Relations


By: 
Christine McDonald
Union Bargaining Team


By: 
Emily Panella
Business Project Manager Sr. Specialist

By: 
Kevin Doucette
Union Bargaining Team

By: 
Scott J. Morris
Assistant General Counsel and Assistant Secretary

By: 
Misti Trzebiatowski
Union Bargaining Team

By: 
John Thompson
Assistant General Counsel and Assistant Secretary

By: 
Tammy Finley
Union Bargaining Team

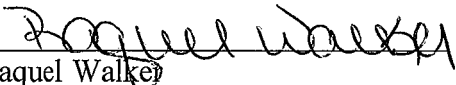
By: 
Raquel Walker
Union Bargaining Team

EXHIBIT A
COMPANY-SPONSORED BENEFIT PROGRAMS AND
PLANS

Union eligible employees will be covered by and eligible to participate in the same Company-sponsored benefit programs and plans listed and described below that are provided to salaried employees at the Home Office of the Company; and they will participate on the same terms and conditions as the salaried employees. When changes are made in the design or administration of the programs and plans covering salaried employees (e.g., Company match in the Employee Savings Plan; third-party service providers; networks, co-pays, deductibles, out of pocket limits in the medical plan; amount of insurance coverage; leave benefits, etc.) those changes will also apply for the Union employees participating in the program(s) and plan(s).

Union and salaried employees will participate on the same terms and conditions in the following Company-sponsored benefit programs and plans: qualified retirement plans, disability income plan, severance plan, and education assistance program.

As a matter of clarity, the Company and Union have previously agreed that union and salaried employees will participate on the same terms and conditions in the Company-sponsored active employee and retiree health plans, group life and travel accident plans, adoption assistance program, employee recognition, leave programs, and Company provided onsite services.

While the Company and the Union agree that union and salaried employees will participate on the same terms and conditions in the Company-sponsored plans as set forth above, they agree to the following:

1. The Company will not modify the agreed upon benefit changes to the Northwestern Mutual Employee Savings Plan and the Northwestern Mutual Employee Retirement Plan for the 2021 plan year as provided under the November 19, 2020 Letter of Understanding. If the Company decides to implement this change for the 2022 plan year, we will meet to provide advance notice prior to the start of the 2022 plan year.
2. The benefits provided under the severance plan for union eligible employees who are displaced due to outsourcing/subcontracting will continue to receive the additional benefits provided under the Letter of Agreement dated July 12, 2019.
3. The Company agrees not to reduce the amount of the educational assistance plan program benefit from its current amount of \$5,250.
4. The Company agrees not to reduce the percentage of pay currently in place for short-term disability and long-term disability benefits and not to reduce the number of weeks of short-term disability benefits in the Northwestern Mutual Employee Disability Income Plan.

In addition, the Company and Union agree to continue the Joint Health and Wellness Committee previously established and agreed. (Carried forward from the prior 2013-2015, 2015-2018 and 2018-2021 agreements. No changes are proposed to be made to the committee structure.)

The Company and the Union acknowledge their mutual desire to promote and encourage health and wellness for all employees. Therefore the parties have agreed to establish a Joint Health and Wellness Committee. The Committee will include representatives of Union and Management, with the numbers participating as mutually agreed to by the parties. The purpose of the Committee will be to review the wellness programs which are part of the Company's health care plan, and to consider and provide recommendations regarding current and future wellness programs and initiatives. The Committee will meet at a minimum of twice yearly at times agreed to by the parties; and in advance of the health plan open enrollment period in the fall of each year. The meetings will be held at least two times per year, at times as agreed to by the parties; but likely to be in December and June. The Company agrees to provide the Committee with information and data about the wellness programs as needed to accomplish its purpose. Committee members will be required to keep any such information confidential, and will sign confidentiality agreements. It is understood that the Company will not make any substantive changes to its Health In Numbers program without advance notice and opportunity for the Committee to meet and make recommendations. It is further understood by the parties that the Committee's recommendations are advisory, and the Company shall retain the authority to make final decisions regarding the applicable wellness programs.

OUTSOURCING/SUBCONTRACTING

July 12, 2019

In accordance with the Letter of Understanding on Management Rights Provision, dated April 27, 2018, which is part of the Collective Bargaining Agreement ("CBA") between Northwestern Mutual ("Company") and the Office and Professional Employees International Union, Local 35 ("Union"), on October 15, 2018, the Company notified the Union of its intent to subcontract/outsourcing the work currently being performed by six (6) day janitor positions in the Campus & Event Experiences Department (formerly known as Facility Ops). The Union has been noticed that the Company plans on having an outside vendor, ABM, perform the work.

The Company and the Union jointly acknowledge their mutual interests in providing long term careers for all of the Company's union eligible employees. As a result, the Company commits to the Union that it will make every reasonable effort to avoid the contracting out of union work and will consider subcontracting/outsourcing of union work only after evaluating other options to retain the work within the bargaining unit. However, both parties recognize that business needs may change over time and that outsourcing may again come up. If that does happen, as outlined below in this Letter of Agreement, the Company will first make all reasonable efforts to find placement for any affected employee with another

position within the Company, and then, if no openings are available, it will provide the benefits outlined below to help mitigate the adverse impact of any such decision. The Company affirmatively confirms its prior statements to the Union that it has no other plans to subcontract/outsourced bargaining unit work at this time, other than the situation addressed in this Letter of Agreement.

Further, to better allow the Union to work with and counsel their membership to find alternative placements within the Company, the Company will provide at least sixty (60) days advance written notice to the Union of any planned decision to subcontract/outsourced union work subsequent to the initial event stated above. And, during that time, the Company commits to the Union and its membership that it will (i) provide the Union with a written list of all open jobs, (ii) provide the Union with a written explanation of the reasons for the subcontracting/outsourcing decision and (iii) meet with the Union to consider all reasonable opportunities for retention. The notice will also provide, at a minimum, the number of proposed impacted jobs, including the name of the department/division, job description and job family description, and a list of all union eligible employees in seniority order, as well as a list of the names, job titles, seniority and rate of pay for each potentially affected employee. The hiring of subcontractors or decision to outsource union work shall not be done in such a manner as to interfere with or discriminate against the seniority status of the Company's union eligible employees.

The Company agrees that it will offer the following options and benefits to any union eligible employee ("Employee") who is affected by the subcontracting or outsourcing of their work:

1. TRANSFER INTO JOBS WITHIN NORTHWESTERN MUTUAL.

The affected employees would not be treated as "displaced" employees but would have all the rights and privileges as set forth for displaced employee as provided in Article II, Section 5 of the CBA. This means that the affected employees would have rights to job placement in any open positions for which the Employee is qualified, as well as bumping rights based on seniority per the CBA. Offers of vacant or open positions will be made on the basis of seniority, if more than one Employee is qualified.

If the affected employees are not able to find other positions, they would be entitled to all of the options and benefits contained in this Letter of Agreement, including all remaining steps as outlined in the CBA, Article II, Section 5.

Employees offered and accepting a vacant or open position with the Company will not be eligible for the severance benefits outlined in section 2 below. Except, if during the first forty-five (45) days following a transfer to a new position an Employee voluntarily separates, he/she will be provided the severance benefits. In the event the Employee obtained his or her new position due to bumping another employee and remains in the new position following the forty-five (45) day period; the bumped employee shall have the rights as outlined in this Letter of Agreement, including the right to receive the severance benefits outlined below in Section 3.

2. PLACEMENT AT CONTRACTING FIRM

In the event of outsourcing/subcontracting of work affecting union employees, the Company will make every reasonable effort to encourage the contracting firm to make job offers to any affected Employees. This will often be possible since the Employees have already exhibited the ability to perform the expected job duties. In the event that an Employee accepts a position with the contract firm, the severance benefits outlined below will not be affected.

3. SEVERANCE BENEFITS.

If an Employee is not transferred into a new position, he or she will be provided with the following severance benefits:

- a. A lump sum severance benefit. in an amount equal to 26 weeks of pay, plus one (1) week per full year of service.
- b. Employees with more than fifteen (15) years of service would be entitled to additional severance pay according to the following schedule:

Years of Service	Additional Severance Pay
Over 15	\$10,000
Over 20	\$15,000
Over 30	\$25,000
Over 40	\$35,000

- c. There would be no maximum amount of severance benefits payable to an Employee.
- d. In addition to the severance pay outlined above, an employee will be provided an additional benefit to assist the employee with continued health care coverage. The amount of this health care severance will be equal to the employee's monthly COBRA premium for the same period as the severance benefits are calculatable in (a) above (with a minimum of 6 months and maximum of twelve (12) months). This health care severance benefit will also be paid in a lump sum. If an employee has elected COBRA continuation coverage under the Company's health care plan and is still covered by such COBRA coverage at the end of twelve (12) months following separation, the Company will reimburse the employee (upon written request) for any remaining COBRA premiums that the employee pays, up to an additional six (6) months of coverage.
- e. Employees will have forty-five (45) days from initial notification to consider the options and benefits in this Letter of Agreement. Any severance and benefits payable will be conditioned on the Employee signing a separation agreement, and such agreement will include a waiver and release of claims against the Company. The form of agreement will be consistent with the form

used under the Company's regular Severance Pay Plan. (See copy of form attached hereto and fully incorporated herein by this reference).

4. ENHANCED RETIREMENT BENEFITS

The Company's retirement plans shall be amended to provide that an employee who separates as the result of outsourcing/subcontracting will receive an additional two (2) years of age and service, if he/she was eligible to retire at separation or was within two (2) years of retirement or early retirement.

Normal Retirement is age 60 with at least 3 years of service

Early Retirement is age 55 with at least 20 years of service

The additional two (2) years would be added to both the employee's age and service. For example, this means that an employee age 53 with 18 years of service would be eligible to retire, adding 2 to both age and service means that this employee could retire with benefits calculated at age 55 with 20 years of service. The additional age and service will be taken into account for purposes of any actuarial reductions do to commencement of benefits before normal retirement age.

For retirement eligible Employees, these enhanced retirement benefits will be in addition to the severance benefits described above. This applies to all employees eligible to retire.

5. RIGHTS TO REHIRE

The Company shall facilitate a preferential hiring practice for any Employee who is separated due to outsourcing/subcontracting and applies to an open position for a period of two (2) years. However, if an employee is re-hired as a regular full-time employee by the Company within one (1) year of his or her separation, the Employee will be required to repay a pro-rata portion of the severance benefits that were paid under the sections above.

6. OUTPLACEMENT SERVICES

The Company will also provide Outplacement Services to employee until finding a job or for a period of two (2) years.

7. ANNUAL INCENTIVE PLAN

Employees separated due to outsourcing/subcontracting will be paid a pro-rata portion of his/her Annual Incentive Plan ("AIP") award at the target level. Using the AIP formula as provided in the labor agreement, the Employee will receive a lump sum payment equal to 1.0 of then applicable merit pool, multiplied by the pro-rata equivalent of time served by the Employee in the year of separation.

8. DURATION OF AGREEMENT

This Agreement shall become effective on _____, 2019 and shall run concurrently with the basic agreement. Any amendment(s) to this Agreement must be stated in writing and mutually agreed to by the parties in advance of any change(s) to be made to this Agreement.

9. GRIEVANCES UNDER THIS LETTER OF AGREEMENT

The Company and Union mutually agree to by-pass Steps 1 and 2 of the grievance procedure in Article IX for any grievance that relates to the terms of this Letter of Agreement. This means that grievances related to this Letter of Agreement will immediately initiate the process of the selection of an Impartial Chairperson and the establishment of a grievance panel to hear the grievance as provided in Step 3 of the Grievance Process as provided in Section 1, Article IX.

By: _____
Date: _____
Jessica Zolp
Sr. Director, Employee Relations

By: _____
Date: _____
Patt A. Gibbs, Esq.
OPEIU Sr. International Representative

By: _____
Date: _____
Kate Shaw
Employee Relations Lead

By: _____
Date: _____
Alesha G. Monk
OPEIU Vice President, Local 9

By: _____
Date: _____
Charles Campbell
OPEIU Bargaining Team Member, Local 9

By: _____
Date: _____
Christine McDonald
OPEIU Bargaining Team Member, Local 9

By: _____
Date: _____
Raquel Walker
OPEIU Bargaining Team Member, Local 9

Building Services Appendix XVIII

The purpose of this appendix is to capture and clarify aspects of the agreement which specifically apply to Building Services employees; for ease of reference. Notwithstanding this appendix, to the extent that there are inconsistencies between this appendix and the contract; the conditions of the contract will prevail.

ARTICLE II

Regular and Temporary Employees (Definitions), Probationary Periods,
Layoffs, Displaced Employees

SECTION 1. Definition of Full-Time, Part-Time Employees, Temporary, and Long-Term Temporary Employees.

(b) A full time building services employee (excepting restaurant staff for which full-time is defined as a minimum of 1,950 hours per year) is defined as an employee who is regularly scheduled to work a minimum of 2,080 hours per year.

SECTION 2. Probationary Periods.

No employee shall become a regular employee until the employee has satisfactorily completed a probationary period. The duration of the probationary period shall be determined according to the following:

Building Services

Job Level	Probationary Period
B2.....	4 - 8 months
B3.....	4 - 8 months
B4.....	4 - 8 months
B5.....	4 - 8 months
B6.....	4 - 8 months
B7.....	4 - 8 months
B8.....	4 - 8 months
B9.....	4 - 8 months
B10 -13.....	6 - 10 months

Market Rate (MR) and No Range (NR) jobs 8-12 months

If the probationary period is extended beyond the duration noted above, no employee shall become a regular employee until the employee has satisfactorily completed the extended probationary period. During the probationary period or the extended probationary period, the Company shall be the sole and final judge of whether an employee shall be retained in its employment. The Company will provide the Union with a copy of the notice an employee receives whenever the probationary period is extended.

ARTICLE III

Work Week, Overtime and Compensatory Time, Scheduling Modification, Time Clocks, Saturday as a Work Day, Work Schedules (including 40-Hour Workweek and Information Systems Computer Operations 3 on/4 off)

SECTION 2. Work Week – Building Services.

The work week for the building services staff (excepting the restaurant employees whose work week is 37 1/2 hours to 40 hours) shall be forty (40) hours divided (as nearly as practicable) into 5 days of 8 hours each. The work week shall begin starting on Monday of each week (excepting third shift building engineers in the HVAC Services division whose work week shall begin with the third shift on Sunday evenings). Time schedules for individual employees shall be established by the manager. An employee may choose a daily work schedule which varies from the schedule established by the employee's manager so long as the daily work schedule is approved by the manager, but no shift differential shall be based only on an employee's own choice of work schedule.

Except for scheduling of emergency work, whenever there is a change in the prevailing regular time schedules of employees of this department, the manager shall post the new schedules 5 working days in advance of the effective date. An emergency shall be regarded as any situation when performance of the work is imperative and it is impossible for the manager to give the required notice. Under such circumstances the manager shall give such notice as is possible.

Whenever an emergency occurs at a time other than during a building services employee's regular work schedule and the employee must therefore be called into the Home Office or the Franklin facility to work, the employee shall be compensated at the appropriate hourly rate as provided in Section 3 below for the actual number of hours worked, or for a period of 4 hours at the straight time rate, whichever is greater.

- (a) The Company shall provide employees with as much advance notice as is reasonably practicable in the event of a need to close a facility due to an emergency or inclement weather. Employees who are not required to work during this time, excepting those on unpaid leave or on disability leave, will receive pay equivalent to their regularly scheduled hours for that time. Employees who have scheduled paid time off will receive PTO pay for that time and their PTO bank will be charged accordingly.

SECTION 3. Overtime and Compensatory Time.

- (b) Overtime – Building Services. "Overtime" as applied to the building services staff is defined as work performed in excess of 40 hours in any work week. Building Services overtime shall be compensated at one and one-half times straight time rate if the time worked is in excess of 40 hours in any week. **Overtime shall be offered consistent with the seniority provisions as outlined in Section 4. Voluntary Overtime, Mandatory Overtime and Scheduling Modification.**

Overtime on Saturdays and Sundays – Building Services. Building service employees shall be compensated at 2 times the straight time rate if the time worked is

- (i) on a Saturday in excess of 8 hours, excluding employees for whom Saturday is a regularly scheduled work day, or

(ii) on a Sunday (excepting third shift building engineers in the HVAC Services division who shall be compensated at 2 times the straight time rate if the time worked is on the workday beginning third shift Saturday evening), or is on a holiday as set forth in Article VIII, or is on a Saturday which is either immediately preceded by a holiday as set forth in Article VIII or is followed by a holiday on the following Monday as set forth in Article VIII.

Compensatory Time – Building Services. Employees on the building services may, but shall not be required to, take compensatory time off for work performed which is outside of their regular work schedule. Any such election to take compensatory time off shall be subject to the approval of the employee's manager, which shall not be unreasonably withheld.

(c) In applying (b) above, all time paid for, including holidays, shall be considered time worked.

(f) Calls to Employees Outside Normal Work Hours - Building Services.

Employees working calls at home are entitled to a minimum of thirty (30) minutes of pay for each call they work; the time of day that the call is taken will determine shift differential. Overtime will be applied as outlined in Article III, Section 3(b). Working calls shall be defined as any time an employee receives a call and speaks directly with the caller or responds to a voice mail within 15 minutes of receiving a message providing work instruction.

ARTICLE V

Shift Differential

SECTION 1. Rules

The compensation and the work schedule of Shift Differential employees shall be governed by the following rules:

- (a) Definition. These rules shall apply only to full-time office staff and building services employees assigned by the Company to a Shift Differential schedule, either on a temporary, periodic, or regular basis, and shall not apply to employees who choose variable hours under Article III, Section 1 or 2.
- (b) Employees will be assigned weekly work schedules on as long-term basis as the nature of the work permits.
- (c) Shift Differential.
 - (1) Basic Starting Times and Shift Differential.
 - C. Building Services.
 - 1. Any building services work schedule commencing between the hours of 6:00 a.m. and 9:59 a.m., inclusive, shall not earn a Shift Differential.

2. Any building services work schedule commencing between the hours of 10:00 a.m. and 1:59 p.m., inclusive, shall earn a 4% Shift Differential.
3. Any building services work schedule commencing between the hours of 2:00 p.m. and 9:59 p.m., inclusive, shall earn a 7% Shift Differential.
4. Any building services work schedule commencing between the hours of 10:00 p.m. and 5:59 a.m., inclusive, shall earn a 12.5% Shift Differential.

(2) General Provisions.

- a. Any schedule for which Shift Differential pay is earned will normally be scheduled on a permanent basis. If possible, a new schedule, or an assignment to an old schedule, will begin on the first day of a pay period and end on the last day of a pay period.
- b. Certain circumstances require that an employee work a shift differential schedule on either a temporary or periodic basis. Under such circumstances the employee will have the appropriate shift differential rate applied to the straight time hourly rate of pay for those days a shift differential schedule is worked.
- c. The percentages referred to in paragraphs (1) and (2) shall apply to the employee's straight-time hourly rate (i.e., monthly salary x 12/1950(2080) in the case of office staff employees, and weekly salary x 1/40 in the case of building services employees.)

SECTION 2. General. Except as provided in Section 1(a), (b), and (c) above, all the provisions of this Agreement concerning the office staff and building services employees shall apply to the Shift Differential employees, including the provisions of Article III, Section 3 thereof concerning overtime.

SECTION 3. Off Shift. If a building services employee or an office staff employee who normally works days fills in at night on another job, the employee will be paid the Shift Differential, if any, for such other job.

ARTICLE VI

Trial Periods, Promotions, Demotions, Transfers, Shift Preferences, Interview Feedback and Testing

SECTION 1. Trial Periods.

An employee shall have a trial period following a promotion, demotion, or lateral transfer and be of the following duration:

Bldg. Services Staff	
B5 and below	2 months
B6 through B9	4 months
B10 and above	6 months
Market Rate (MR) and No Range (NR) jobs	8-12 months

See Article IV. SECTION 1. Page 18-19 for trial period extension or failure procedures.

ARTICLE IX

Complaints and Grievances

SECTION 1. Grievance Process.

Step 4: (a) If the grievance involves an issue of promotion, or a transfer from a building services position to a posted office staff position with an immediate higher salary rate; See Article IX Section 1, Step 4 (a).

ARTICLE XIV: Miscellaneous

SECTION 2. Uniforms and Safety Gear. See page 33-34.

EXHIBIT II

**New Salary Ranges -- Building Services Staff
Effective 3/1/2021 – 2/28/2022**

Building Services	Level	40.0 Annual Salary Range Structure			Hourly Range Structure		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
(Currently no jobs in this level)	B2	\$29,523	\$32,804	\$36,084	\$14.19	\$15.77	\$17.35
Custodial III	B3	\$31,328	\$36,856	\$42,385	\$15.06	\$17.72	\$20.38
(Currently no jobs in this level)	B4	\$31,672	\$37,262	\$42,851	\$15.23	\$17.91	\$20.60
Building & Facility Operations Technician	B5	\$32,878	\$38,680	\$44,482	\$15.81	\$18.60	\$21.39
(Currently no jobs in this level)	B6	\$36,648	\$43,115	\$49,583	\$17.62	\$20.73	\$23.84
Facility Maintenance Technician Furniture Repair & Assembly Instruction Technician	B7	\$38,103	\$44,827	\$51,551	\$18.32	\$21.55	\$24.78
Facility Operations Support Team Lead	B8	\$40,074	\$47,146	\$54,217	\$19.27	\$22.67	\$26.07
Furniture Repair Associate Instruction Technician Assistant to Manager	B9	\$41,877	\$52,346	\$62,816	\$20.13	\$25.17	\$30.20
(Currently no jobs in this level)	B10	\$43,985	\$54,981	\$65,977	\$21.15	\$26.43	\$31.72
(Currently no jobs in this level)	B11	\$46,146	\$57,682	\$69,219	\$22.19	\$27.73	\$33.28
(Currently no jobs in this level)	B12	\$48,307	\$60,384	\$72,461	\$23.22	\$29.03	\$34.84
(Currently no jobs in this level)	B13	\$50,703	\$63,379	\$76,054	\$24.38	\$30.47	\$36.56

Effective 3/1/2022 – 2/28/2023

Building Services	Level	40.0 Annual Salary Range Structure			Hourly Range Structure		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
(Currently no jobs in this level)	B2	\$30,114	\$33,460	\$36,806	\$14.48	\$16.09	\$17.70
Custodial III	B3	\$31,954	\$37,594	\$43,233	\$15.36	\$18.07	\$20.78
(Currently no jobs in this level)	B4	\$32,306	\$38,007	\$43,708	\$15.53	\$18.27	\$21.01
Building & Facility Operations Technician	B5	\$33,536	\$39,454	\$45,372	\$16.12	\$18.97	\$21.81
(Currently no jobs in this level)	B6	\$37,381	\$43,978	\$50,574	\$17.97	\$21.14	\$24.31

Letter of Understanding

February 12, 2015

Patt A. Gibbs
OPEIU, Local 35

Dear Patt,

The purpose of this letter is to set forth the agreement between the Company and the Union regarding the Building Services Appendix and related items:

- The Company and Union agree to develop a new mutually agreed upon Appendix to the Basic Agreement specifically addressing Building Services which includes skilled trades. The intent is to have the provisions particular to the building services trades located in one section of the agreement; no substantive changes to the agreement are intended except as agreed to.
- A listing of building services positions by level and salary range will be included in this Appendix.
- A letter of understanding will be included in the Appendix regarding the Apprenticeship Program.
- The Company will review the salaries of new hires in Building Services and graduated apprentices after one year of employment or after one year of graduation to determine if an equity adjustment is appropriate.

Your signature below will indicate the Union's agreement to this letter of understanding.

Sincerely,

Tammy Woodbury
Director, Employee Relations

Agreed this ____ day of _____, 2015

OPEIU, Local 35

By _____
Patt A. Gibbs, International Rep

Letter of Understanding

February 10, 2021

Dear David,

The purpose of this letter is to establish a company/union study committee to research, discuss and evaluate a Dedicated On Call Pay Pilot Program and Process. The Company and Union agree to determine the number and make-up of the committee prior to commencement. The joint committee will participate in the recommended design from the beginning of the development of the process and program through the committee's submission of final recommendations.

The Dedicated On Call Program would be an amendment to the existing calling tree process that would leverage our skilled trades employees in a way that services the company more efficiently and effectively and limit operational risk. The committee's recommendations should be put forward by June 1, 2021, unless either party extends to a later date. Initial scope of this pilot program would include HVAC, Electrical and BAS Tech teams.

Kate Shaw
Employee Relations Lead
Chief Spokesperson, Northwestern
Mutual

David J. Rehberg
Business Manager
OPEIU, Local 9

