

United Way of Genesee County

and

OPEIU Local 459, AFL-CIO

**COLLECTIVE BARGAINING
AGREEMENT**

June 1, 2011 – June 30, 2012

PREAMBLE

This agreement entered into this 1st day of June, 2011, by United Way of Genesee County, hereinafter referred to as “Employer”, and its successors and the Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter referred to as the “Union” and its successors, expresses all mutually agreed covenants between the parties hereto.

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from collective bargaining process and supersedes all prior relationships existing by past practices.

ARTICLE I: RECOGNITION

The employer recognizes the Union as the Exclusive Bargaining Agent for employees in the following bargaining unit:

All full-time and regular part-time employees, including Functional Area Specialists, Administrative Assistants and Community Relations Aide, and Document Processors, BUT EXCLUDING all confidential employees, labor liaisons, guards, and supervisors as defined by the National Labor Relations Act.

The Employer and Union will bargain in good faith with respect to wages, hours and other terms and conditions of employment for the employees represented by the Union in the above-described unit.

ARTICLE II: MANAGEMENT RIGHTS

The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection with the exercise of such right, subject only to the employee’s right to grieve, in accordance with the procedures later provided in this Agreement.

All management rights and functions, except those which are abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Full and exclusive control of the management of the business, including the composition, direction and size of the work force;
2. The right to determine the work to be done and the standard to be met by the employees covered by the Agreement;
3. The right to change or introduce new operations, methods, processes, means or facilities;
4. The right to hire, establish, and change work schedules, set hours of work, make job assignments to employees, establish, eliminate or change classification, transfer, or promote employees;
5. The right to determine the qualifications of employees, and to suspend, discipline and discharge non-probationary employees for cause.

ARTICLE III: NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against applicants or employees on the basis of race, color, creed, religion, age, gender, marital status, height, weight, national origin, sexual orientation or handicap.

Section 2. The Employer agrees not to discriminate against any employee on the basis of Union activity.

SEXUAL HARRASSMENT

Section 3. The Employer and Union will support a workplace free of sexual harassment.

Section 4. The Employer will adopt and maintain a policy prohibiting sexual harassment.

AFFIRMITIVE ACTION

Section 5. Either party may request a meeting during the life of this Agreement to discuss implementation of an Affirmative Action Plan. Such a plan will only be implemented upon mutual agreement.

ARTICLE IV: UNION SECURITY AND UNION DUES

Section 1. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, become and remain members in good standing of the Union upon completion of the probationary period.

Section 2. The Employer further agrees that all new employees hired subsequent to the effective date of the Agreement shall, as a condition of employment, become and remain members, following satisfactory completion of the probationary period.

Section 3. Employees shall be deemed to be members of the Union in good standing within the meaning of the Article if they are not more than ninety (90) days in arrears in payment of membership dues.

Section 4. Termination of Employment. It is the Union's responsibility to notify the Employer when the employee is delinquent in his payment of dues. To the extent that the Union wishes the employee terminated in accordance with this Section of the Agreement, the Union shall provide, in writing, to the Employer the following:

The Union's demand to terminate the employee, the reasons for termination and the date such termination takes effect.

An employee terminated for failure to pay his/her Union Dues shall not have access to the grievance procedure.

The Union, at its option, may choose to pursue legal remedies for an employee who is in non-compliance rather than requesting the Employer to terminate such employee.

Section 5. The Employer agrees to deduct Union initiation fees and dues from the wages of each employee of the bargaining unit upon completion of the probationary period. Each employee of the bargaining unit shall sign and deliver to the Employer a signed authorization wherein the Employer is authorized to deduct Union dues and initiation fees. The written authorization shall continue in effect unless revoked in writing.

Section 6. The Employer shall furnish the Union with an alphabetical check off list. The Union shall advise the Employer, in writing, of any variations in the amounts to be deducted. One half of the deductions shall be made during the first pay period of each month and the second half shall be made during the second pay period of the month. The Employer shall forward said deducted sums within two weeks following the second deduction to an address designated by the Office & Professional Employees International Union, Local 459, AFL-CIO.

Section 7. The Union shall indemnify and hold the Employer harmless against individual administrative errors of the Union and any and all claims, demands, suits or other forms of liability (including costs and attorney fees) that shall arise out of or by reason of action taken by or not taken by the Employer's reliance upon the amounts certified and certified authorization forms, in regard to failure to apply such dues or authorization for check-off furnished to the Employer by the Union.

Section 8. The Union shall indemnify the Employer and hold the Employer harmless against claims filed by employees who are terminated by the Employer, at the Union's request, in accordance with this article.

ARTICLE V: DEFINITION OF EMPLOYEES

Section 1. Full Time: A Regular Full-time employee is one who usually works thirty-six and one quarter (36 ¼) hours per week and whose term of employment is expected to be three (3) months or more.

Section 2. Part Time: A Regular Part-time employee is one who usually works less than thirty-six and one quarter (36 ¼) hours per week, but more than ten (10) hours per week and whose term of employment is expected to be three (3) months or more.

Section 3. **Temporary Employee.** Temporary employees are defined as employees whose term of employment shall not exceed six (6) months unless replacing a bargaining unit employee on an approved leave of absence or unless a longer period of term has been mutually agreed in writing by the Employer and the Union. All other provisions of this Agreement do not apply to temporary employees. Bargaining unit employees will initially be offered additional available hours prior to these hours being assigned to temporary employees. Part-time bargaining unit employees will initially be offered additional available hours prior to these hours being assigned to temporary employees. If no part-time employee in the classification accepts the additional hours, the temporary assignment will be offered to qualified employees, on a seniority basis, in lower classifications prior to assignment to temporary employees. Temporary employees will not be paid an hourly rate higher than bargaining unit employees in the same or comparable job classifications.

ARTICLE VI: SENIORITY AND PROBATIONARY PERIOD

Section 1. Seniority shall be defined as the length of an employee's continuous service with the employer commencing with the employee's most recent date of hire. Employees who commenced work on the same date shall be placed on the seniority list on the same basis of the sum of the last four (4) digits of each employee's social security number with preference given to the highest number.

Section 2. The Employer shall supply the Union with a seniority list upon request of the Union, but not more often than every six (6) months. The Seniority list will show names, functional areas and job titles of all employees of the bargaining unit entitled to seniority.

Section 3. Employee's seniority and their employment relationship with the Employer shall terminate for any of the following reasons:

- a. The employee quits, retires, or receives disability retirement.
- b. The employee is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement.
- c. The employee is absent for any three (3) consecutive working days without appropriately notifying the employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at the

last known address that because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of the Employer. Exceptions shall be made upon the employee producing convincing proof of the inability to give such notice.

- d. If the employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. Exceptions shall be made upon the employee producing convincing evidence of inability to return as required.
- e. The employee has been on layoff status for a period of two (2) years or the total length of his/her seniority, whichever is less.
- f. The employee has been on worker's compensation leave or sick leave for a period of two (2) years or for a period equal to the length of his/her seniority, at the time such worker's compensation leave or sick leave commences, whichever is less.

Section 4. A bargaining unit employee who, after the effective date of this Agreement is promoted to a position outside of the bargaining unit shall retain his/her bargaining unit seniority for the next three (3) months. If such employee is displaced during this three (3) month period from his/her non-bargaining unit position due to layoff or due to unsatisfactory performance, other than disciplinary termination, then that employee shall be allowed to return to his/her former position and all subsequent transfers or promotions shall be retracted as necessary.

A bargaining unit employee who takes a temporary position outside of the bargaining unit shall retain his/her bargaining unit seniority for up to six (6) months. The Union and the Employer may mutually agree to a longer period. Such employee may return to his/her bargaining unit position at any point during the period.

If a bargaining unit employee is promoted after the effective date of this Agreement to a position outside of the bargaining unit and that employee applies for a bargaining unit position in accordance with Article VIII, then that employee shall be granted seniority for any previous time spent in the bargaining unit.

Section 5. Part-time Employees. Any part-time employee shall, starting with the effective date of this Agreement, earn seniority on a pro-rated basis based on hours worked. For example, an employee who worked 942 ½ hours shall earn one-half a year's seniority.

Section 6. All new employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months (180 calendar days) of their employment, with the understanding that any absences from work for more than five (5) days shall extend the probationary period accordingly.

Section 7. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment set forth in this Agreement. Probationary employees may be discharged by the Employer with or without cause

and shall not have access to the grievance procedure and shall not be represented by the Union for such discharge.

ARTICLE VII: LAYOFF AND RECALL

Section 1. Layoff Procedure: The employer may layoff employees whenever it deems such action to be necessary, including, by the way of illustration only and not by way of limitation, a reduction in the workforce due to a shortage of work or funds, the abolition of positions or material changes in the organization.

Section 2. The following listing constitutes the separate Functional Areas within the Employer for all purposes whenever the words “Functional Areas” appears in this Article:

Finance and Administration
Fund Development / Campaign
Community Investment
Labor / Community Service

For the purpose of layoff and recall, all Administrative Assistants shall be considered to be in the same Functional Area.

Section 3. Whenever a reduction in the workforce occurs, the following procedure shall be utilized:

- a. The Employer will determine the classification(s) being reduced within any Functional Area.
- b. Thereafter, employees will be laid off in the following order within each classification being reduced:
 1. Temporary Employees
 2. Probationary Employees
 3. Part-Time Employees
 4. Seniority Employees
- c. Seniority employees shall be laid off in reverse order of seniority in any classification being reduced in that Functional Area.
- d. A higher seniority employee may bump the least senior employee in her/his Functional Area who is in a lower rated classification. In addition, an employee laid off from one Functional Area may exercise his/her seniority and displace an employee with the least seniority in the same or lower rated classification, provided that the higher seniority employee has qualifications to perform those duties.

Section 4. All employees exercising their bumping right must be capable of performing the available work.

Section 5. Any employee who bumps to a lower rated classification will retain their current wage rate. If that wage rate exceeds the highest wage rate in their new lower rated classification that employee's higher wage rate shall be red circled until such time as the lower rated classification wage rate attains or exceeds the employees red-circled wage rate.

Section 6. Employees being laid off from the work force will receive twenty-one (21) calendar days notice by personal contact, telephone call, or written communication prior to being laid off, but in any event confirmed, within the above time limits, in writing by certified mail to the employee's last known address.

Section 7. In the event the work force is increased, rehiring shall be in the reverse order of layoff, providing the employee being recalled is capable of performing the available work. Employees who bump into another Functional Area or classification shall retain recall rights to their original Functional Area or classification.

Section 8. All insurance benefits will be discontinued at the end of the second month following the month in which the employee is laid off. The employee shall have the option of continuing some or all of the employee's benefits by paying the cost of the premium in accordance with Cobra rules and regulations.

If an employee is recalled from layoff, benefits will be reinstated at the first opportunity consistent with the terms of the carrier.

ARTICLE VIII: TRANSFERS, PROMOTIONS AND TEMPORARY ASSIGNMENTS

Section 1. Any bargaining unit vacancies will be posted internally for two (2) weeks. If no employee applies who meets the minimum qualifications, the Employer may post the position externally.

Section 2. The Employer shall select the most qualified applicant for the position. Qualifications shall be defined as experience, education, work record and knowledge of the position being filled.

Section 3. If two (2) or more applicants are relatively equally qualified, the Employer shall select the applicant with the greatest seniority.

Section 4. An employee temporarily assigned to work in a higher classification for more than thirty (30) calendar days shall receive the rate of pay for that classification retroactive to the first day. An employee assigned work in a lower classification shall not incur any reduction in his/her rate of pay.

Section 5. Qualifications.

Minimum qualifications for hire or promotion to a Functional Area Specialist position shall require one of the following:

1. Bachelor's degree (in academic field specific to position or related field) and three (3) years of related experience.
2. Associates degree (in academic field specific to position or a related field) and eight (8) years of related experience.
3. Ten (10) years related experience.

ARTICLE IX: GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a complaint by an employee or by the Union, which alleges a wrongful application of this Agreement. Or of personnel policy, rules or regulations, or other conditions of employment resulting in an adverse effect on an employee(s).

Section 2. Timeliness. The timelines in Section 3 for filing and appealing grievances, holding meetings, and issuing answer shall be followed unless an extension is mutually agreed to between the Union and the Employer. If an employee, or the Union, does not appeal the grievance to the next step, it shall be considered withdrawn without prejudice. If the Employer does not answer within the timeliness, it shall be considered moved to the next step. Workdays are defined as Monday through Friday, excluding holidays recognized by the employer.

Section 3. Steps. The grievance procedure shall consist of the following steps:

Step 1. Within ten (10) working days from the date of the occurrence or reasonable knowledge of occurrence an employee or Steward, with what they believe is a potential grievance, will go to their immediate Supervisor and discuss the matter. An employee may go with or without their Steward present. The immediate Supervisor shall reply orally within three (3) working days from the date of the discussion.

Step 2. If the potential grievance is not satisfactorily adjusted with the immediate Supervisor, a grievance shall be reduced to writing providing the specific issues involved, the remedy requested, and shall be signed by the Union Steward and shall be filed with the immediate Supervisor. The immediate Supervisor shall respond to the grievance in writing not late than five (5) working days following receipt of the grievance.

Step 3. If the grievance is not satisfactorily adjusted at the second step, the grievance shall be advanced to the United Way Executive Director within five (5) working days of the receipt of the second step response. The United Way Executive Director shall meet with the Union and the grievant at a mutually convenient date and time. The Executive Director shall respond in writing not later than five (5) working days after said meeting.

Step 4. If the grievance is not resolved by the Executive Director, the Union shall have five (5) working days from the date of the decision in which to appeal the grievance to the Executive Committee by giving notice in writing to the Committee's Chairperson, delivered to the Executive Director's Office. The Union Steward, the Service Representative of Local 459, and the grievant shall meet to discuss the grievance with the committee within twenty (20) working days from the date of the appeal. The committee shall give an answer in writing to all parties within five (5) working days of said meeting.

Step 5. Arbitration.

- a. The Union may request arbitration on any grievance unresolved at the Appeal Step with twenty-five (25) calendar days after receipt of the Employer's final answer on the grievance.
- b. All such requests shall be in writing by registered or certified mail or personal delivery, with a copy thereof through US Mail, addressed to the United Way Executive Director and shall include a copy of the grievance. If not so requested within said twenty-five (25) calendar day period, the matter shall be considered withdrawn without prejudice.
- c. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.
- d. The Arbitrator shall be selected by mutual agreement between the parties. If an agreement is not reached, the services of the Federal Mediation and Conciliation Service will be utilized in the following manner. A list of seven (7) arbitrators will be required from FMCS. If an Arbitrator is not mutually agreed to by the parties from such list, FMCS will appoint another arbitrator who shall serve unless either party can show just cause why said Arbitrator should not be utilized.
- e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or government regulation applicable thereto.
- f. The Arbitrator's fee, travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them, with the exception that the grievant is a current employee on the active payroll and the Steward shall not lose pay. If more than one (1) grievant is involved in a particular grievance, the Union shall designate one (1) grievant who shall be covered by the provision for time spent during regular hours in attendance at an arbitration hearing.

- g. The Arbitrator shall have no power to add, subtract from, or modify any terms of this Agreement. Neither shall he/she have power to establish or change any classification wage rate or to rule on any claim arising under an insurance policy.
- h. Matters in which civil remedy is pursued by the grievant, in any state or federal court, shall not be subject to arbitration.

Section 4. Expedited Grievances. Grievances involving lost time or discharge may begin at Step 3.

Section 5. Back Pay Award Language. In no event will any claim for back pay, submitted through the grievance procedure, be valid for a period of more than thirty (30) calendar days prior to the date the grievance was initially filed.

ARTICLE X: DISCIPLINE AND WORK RULES

Section 1. Disciplinary action taken by the Employer will be for cause and will be dependent upon the nature and seriousness of the offense or infraction; and the prior disciplinary record of the employee, if applicable. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature.

Section 2. Chain. The regular disciplinary action chain shall be as follows:

1. Written reprimand.
2. Suspension(s).
3. Discharge.

Section 3. Verbal Counseling. The Employer may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, tendered to the employee, and entered in the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action. The Employer will not take into account any counseling memorandums which occurred more than one (1) year previously. Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of 8 ½ x 11 inch paper) explaining his/her position concerning the counseling memorandums, which will become a permanent part of the file and will be included whenever the file is displayed to a third party.

Section 4. Copies. The Union will be provided with a copy of any disciplinary action.

Section 5. Prior Disciplines. In imposing any discipline, the Employer shall not take into account any discipline which was imposed more than two (2) years prior.

Section 6. Clearing of Record. If an employee has not been disciplined for a two (2) year period of time, any discipline in the employee's file shall be removed upon written request of the employee. The Employer may keep a copy of the removed discipline in an administrative file.

Section 7. Employment Applications. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to a material misrepresentation by the employee in securing employment with the United Way.

Section 8. Grievances. Should a disciplined employee or the Union considers any disciplinary action improper, the matter may be processed through the Grievance Procedure.

Section 9. Discussion of Discharge or Suspension. In cases of discharge or suspension, the discharged or suspended employee will be allowed to discuss the discharge or suspension with their Steward and the Employer will make available an area where this may be done in private before the employee is required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or suspension with the employee and the Steward.

Section 10. Timeliness of counseling or Discipline. The Employer shall tender any counseling memorandum or impose any discipline within ten (10) working days of the Employer becoming aware of the events leading to the counseling or discipline. This timeliness shall not apply if the Employer is still investigating the events and the employee has been notified an investigation is taking place.

Section 11. Work Rules. The Employer reserves the right to establish and change from time to time reasonable work rules governing the conduct of its employees. The Union shall have fifteen (15) calendar days to grieve the reasonableness of any such rule, together with the penalty attached thereto, after a copy is received by the Steward. Any grievance challenging the reasonableness or a rule or penalty assigned thereto shall be processed initially at Step 3 of the Grievance Procedure.

ARTICLE XI: SPECIAL CONFERENCES

Section 1. Special Conferences shall be arranged between the Union and the Employer at the request of either party. Special Conferences may be held on matters of serious and important nature. Special Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement. Agenda shall be submitted in advance of the conference by the party requesting the Special Conference. The Special Conference shall be limited to the agenda items. Special Conferences shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by mutual agreement of the parties.

Section 2. Special Conferences shall be held during normal working hours and shall be attended by the Union Steward, the Union Service Representative, the Executive Director of the United Way, and the Chair of the Executive Committee or their designees. Other parties may attend by mutual consent.

ARTICLE XII: UNION REPRESENTATION AND RIGHTS

Section 1. Union Stewards. The Employer agrees to recognize one Union Steward and one alternate steward. The Union shall notify the Employer in writing of any change in Union Stewards. The alternate shall serve in the absence of the steward. The steward shall not suffer any loss of pay for attending grievance meetings or for representing employees during meetings with the Employer.

Section 2. Negotiating Team. The Employer agrees to recognize a negotiating team comprised of four (4) employees, with no more than two (2) employees from any one Functional Area, for the purpose of negotiating a new agreement at the end of the term of this Agreement. The Union shall notify the Employer in writing who is on the team. The Union may have non-employee representatives on the team as desired. Negotiations shall take place at a mutually agreed time during normal working hours. The negotiating team shall be compensated at their regular hourly rate for all hours spent in negotiations where they would normally be on scheduled work time.

Section 3. Union Label Printing. The OPEIU label shall appear on all printing performed by Union members in this bargaining unit in the Employer's print shop.

Section 4. The Employer agrees to provide a bulletin board in the lunchroom for the sole purpose of the Union.

Section 5. The Employer agrees to provide each employee with a copy of this agreement.

ARTICLE XIII: HOURS OF WORK

Section 1. The regular workweek shall be Monday through Friday.

Section 2. Any position, whose regular hours are outside of the regular workweek, shall be identified as such at the time of posting.

Section 3. Changing of shifts.

- A. Within two (2) working days notice, the Employer may change an employee's shift starting and ending time, however, a non-overtime starting time shall be no earlier than 6:00 a.m. and non-overtime ending time shall be no later than 7:00 p.m.
- B. Employees shall be allowed at least 8 hours non-duty time between any shifts.

Section 4. Breaks. Each full-time employee shall be allowed a paid fifteen (15) minute break during the first half of the employee's shift and another during the second half of the employee's shift. Since the Employer's policy prohibits smoking at the workstation, an employee may opt to split each break into three (3) breaks of five (5) minutes each. It is the understanding of the parties that this three (3) five (5) minute break option will not be abused by any employee, and if any employee abuses same, then the Employer retains the right to prohibit this option for that

employee. Without prior approval of the supervisor, breaks shall not be utilized by the employee to extend the lunch hour or shorten the workday. The Employer reserves to right to schedule breaks to allow for the efficient and effective operation of the agency.

Section 5. Flexible Schedules. At least one (1) employee in each Functional Work Area (as defined in Article VII) will be allowed to establish a work schedule with flexible starting and ending time. If more than one (1) employee desires the option, then seniority shall prevail. It is the understanding of the parties that any such proposed schedule is subject to approval by the Employer and must not detract from the efficiency of agency operations and must be conducive to that employee performing their job duties and responsibilities. It is further the understanding of the parties that nothing in this agreement shall preclude any number of employees to utilize a flexible work schedule as long as the schedules are approved by his/her supervisor.

Section 6. Hours. The regular hours shall be 7:45 a.m. to 4:00 p.m. with a one hour lunch.

Section 7. Dangerous Weather Conditions. The United Way office shall close for dangerous weather conditions whenever, in the judgment of the Executive Director, conditions are such that employees should not report to work. The Executive Director will decide whether to close the office by 6:00 a.m., or at such time as it becomes necessary if staff has already reported to work. Employees will not be penalized if they use sick, personal, or vacation days if the office is not closed by the Executive Director. An employee must be approved by the Executive Director prior to working when the office is closed for dangerous weather conditions. If an employee is able to work and is approved that employee shall, in addition to their pay for that day, receive 1 and ½ hour compensatory time off for each hour worked.

ARTICLE XIV: HOLIDAYS

Section 1. The following holidays shall be recognized by the Employer:

- | | |
|---------------------------|---|
| 1. New Year's Day | 8. Day following Thanksgiving |
| 2. Martin Luther King Day | 9. Christmas Eve |
| 3. Good Friday | 10. Christmas Day |
| 4. Memorial Day | 11. Days between Christmas Day
and New Years Day |
| 5. Independence Day | 12. Employee's Birthday (only until 12/31/11) |
| 6. Labor Day | 13. President's Day |
| 7. Thanksgiving Day | |

Section 2. The Employer's offices shall be closed on holidays. When a holiday falls on a Saturday, then the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 3. Each full-time employee shall receive holidays off with pay subject to the following requirements:

1. The employee must work his/her scheduled hours on both his/her last regularly scheduled work day before the holiday and on his/her first regularly scheduled

work day after the holiday or be on paid vacation leave days or sick leave days for both the aforementioned scheduled work days.

2. The employee must not be on layoff, or workers compensation leave or disability insurance leave;
3. In addition, an employee who is scheduled to work a holiday, but fails to report to work, unless otherwise excused by supervision, shall not receive holiday pay for that holiday.

Section 4. Full time employees utilizing sick leave days or vacation leave days on the date a recognized holiday occurs shall not be charged a paid sick leave day or vacation leave day for that holiday.

Section 5. Only until December 31, 2011, an employee may use his/her birthday holiday on any work day in the month that the birthday falls. Thereafter, the employee's birthday is no longer a paid holiday.

ARTICLE XV: VACATION DAYS

Section 1. Full time employees shall be accorded paid vacation according to the following schedule:

Functional Area Specialist

After six (6) months of employment; 1.67 days per month of employment from the date of hire to December 31 of the year of hire.

For Functional Area Specialist hired before July 1, 2000

Each January 1 thereafter –

20 days.

For Functional Area Specialist hired on or after July 1, 2000;

Less than 5 years	=	10 days
5 years to ten years	=	15 days
10 years or more	=	20 days

Administrative Assistant, Community Relations Aide:

After six (6) months of employment; .84 days per month of employment from the date of hire to December 31 of the year of hire.

Each January 1 thereafter:

Less than 5 years	=	10 days
5 years to 10 years	=	15 days
10 years or more	=	20 days

Employee shall move to the higher schedule for vacation accrual on the 5th and 10th anniversary of their date of hire and shall be given the additional days on their anniversary.

Section 2. Part time employees shall receive paid vacation according to the following schedule:

After 1 year	=	5 days
Three Years or More	=	10 days

Employee shall move to the higher schedule for vacation accrual on the 3rd anniversary of their date of hire and shall be given the additional days on their anniversary.

Section 3. At any point in a year, an employee may use any vacation. Employees may carry up to ten (10) vacation days or one-half (1/2) of the amount of vacation time they will earn in the succeeding year, whichever is greater, from one calendar year to the next calendar year. Any vacation~~s~~ days carried from one calendar year to the next must be used by June 30th of the year they are carried to. If an employee terminates having taken more vacation than was earned, such unearned vacation will be deducted from the employee's final paycheck.

Section 4. If an employee has more than 12 vacation days available as of September 1st each year and has not submitted a vacation request indicating when the 10 of the 12 days will be used, management reserves the right to schedule those days for the employee. Accrued vacation days greater than the carry over amount in Section 3 must be used by December 31 each year or they shall be forfeited by the employee, except that if an employee requests to use vacation days and this request is denied by supervision, the employee shall be compensated for said vacation in their last paycheck issued.

Section 5. Employees shall be compensated for all accrued vacation days upon termination of employment.

Section 6. Vacations will be scheduled by the employee contingent upon the approval of supervision. Supervision will consider both the wishes of the employee as well as the efficient operation of the agency and staff scheduling requirements. The parties recognize that approval; of vacation leave requests by supervision will be restricted during campaign periods for affected staff. It is understood that the Employer reserves the right to require authorization from supervision prior to the utilization of any vacation days.

Section 7. Vacation days may be used in no less than one quarter (1/4) hour increments.

ARTICLE XVI: PAID SICK DAYS

Section 1. All full time employees shall earn ten (10) sick days per year at the rate of 2.78 hours per payroll period. Sick days may be accumulated up to a maximum sixty five (65) days.

Section 2. An employee may utilize accumulated sick days for their own illness or injury or for illness or injury of a member of the employee's immediate family.

Section 3. If an employee uses accumulated sick days for more than three (3) consecutive days or if the employee uses sick leave in a pattern that indicates possible abuse then the Employer may require an employee requesting to utilize paid sick days to provide a physician's certificate substantiating the nature of the illness or injury and the anticipated time off the job. The Employer may require the employee to undergo examination by a physician designated and paid by the Employer, as a condition of compensating the employee for said sick days, in order to verify or clarify the employee's medical condition.

Section 4. Sick days may be used in no less than fifteen minute increments.

Section 5. Part time employees with three (3) years or more seniority shall receive five (5) sick days per year.

ARTICLE XVII: PERSONAL DAYS

Section 1. Each full time employee shall be accorded two (2) paid personal days. These days shall be accorded to the employee upon hire and each January 1 thereafter. Personal days may be utilized in hourly increments. The intended use of such days is for such purposes as medical, business, legal or other personal matters. Approval must be obtained from supervision prior to utilizing personal days except in emergency situations.

Section 2. Personal days do not accumulate and cannot be carried over to a subsequent calendar year and have such cash value upon termination of employment for whatever reason.

ARTICLE XVIII: LEAVES OF ABSENCE

Section 1. Jury Duty. Any employee covered by this Agreement shall be granted a leave of absence with pay if they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty. Employees shall be paid on the next regularly scheduled payday for each full or half day of jury service, whichever is applicable. Employees shall endorse the jury duty check for each day to the Employer with the exception of those funds allocated for mileage. However, employees who complete such jury duty prior to the end of the workday shall return to their regular workstation for the remainder of the workday. Employees shall continue to accrue seniority and benefits while on jury duty. Probationary employees shall have their probationary period extended by the length of time they are on jury duty.

Section 2. Witness Leave. Any employee covered by this Agreement who is required to appear and testify on the Employer's behalf before a court of record or an administrative agency having

the power to subpoena or in a similar proceeding not involving the Employer if the need for the Employee's testimony is the direct result to the performance of his/her duties for the Employer will be placed on leave status for the required time. Employees shall be paid on the next regularly scheduled payday for each full or half day of witness service, whichever is applicable. Employees shall endorse the witness fee check with the exception of those funds allocated for mileage for each day to the Employer. Employees subpoenaed to serve as a witness in a non-work related proceeding shall be allowed to use earned paid leave (vacation, sick, personal) to cover such time.

Section 3. Bereavement Leave. All employees shall receive with pay when a death occurs in the immediate family. The amount of leave shall be:

1. Five (5) working days for an employee's spouse, significant other with whom the employee is living with prior to the death, child, parent, step-child, step parent, sibling, or parent-in-law.
2. Three (3) working days leave for an employee's brother-in-law, sister-in-law, grandparent or grandchild.

The Employer may require an employee to provide proof of death or of family relationship. Additional leave may be granted in extenuating circumstances.

Section 4. Personal Leave. A personal leave without pay, not to exceed six (6) months in duration, may be granted, with the approval of the Executive Director, to bargaining unit employees with one (1) or more years of seniority. By way of example only, and without limitation, approval may be denied if the Employer would be unable to replace the employee or otherwise have the required work performed.

Section 5. Educational Leave. Leaves of absences without pay may be granted, with the approval of the Executive Director, to bargaining unit employees with two (2) years or more of seniority desiring to further their education in a job related field. By way of example only, and without limitation, approval may be denied if the Employer would be unable to replace the employee or otherwise have the required work performed. Educational Leaves may be granted for a maximum of one (1) year. The employee shall present to the Agency, at the time of request for Educational Leave, written notice of acceptance by the college or university where the employee is enrolled.

However, any employee with five (5) years of seniority who has not previously been granted educational leave, shall be entitled to an unpaid Educational Leave of up to nine (9) months consistent with all the above eligibility conditions.

Section 6. Unpaid Sick Leave. In addition to any paid sick leave an employee may be eligible for up to six (6) months unpaid sick leave due to an illness in the employee's immediate family, except that no employee shall take a leave for a period of time longer than the employee's seniority.

Section 7. Military Leave. The Employer shall grant military leave to bargaining unit employees in accordance with State and Federal laws.

Section 8. Return from Leaves. An employee on a paid leave or an unpaid leave of sixty (60) days or less shall be returned to his/her former Functional Area and classification and status (full-time or part-time) upon return from leave, seniority permitting.

An employee on a paid or unpaid leave for more than sixty (60) days shall be returned to his/her former classification and status (full-time or part-time) upon return from leave, seniority permitting, but may be placed in another Functional Area.

Section 9. Parental Leave. In addition to disability leave, if any, any employee having or adopting a child should be eligible for up to six (6) weeks unpaid parental leave.

ARTICLE XX: INSURANCE AND PENSION

Section 1. Hospital/Medical Insurance. Effective January 1, 2012, the Employer agrees to provide to full-time employees and for their dependents at no cost to the employee, BCBS Simply Blue PPO HSA-Plan 1250. However, if the premiums for plan year 2012 are ten percent (10%) or more higher than the rates currently quoted, the parties agree that they will reopen this portion of the Agreement to select a less costly insurance policy.

The plan shall include a Health Savings Account (“HSA”) which provides each employee a debit card which shall be used for authorized expenses. The Employer shall contribute into each HSA:

First year in plan	100% of in-network deductible
Second year in plan	75% of in-network deductible
Each year thereafter	50% of in-network deductible

This is a Health Savings Account plan, and employees are solely responsible for their account and to comply with all the rules and regulations concerning their use of it.

For new employees, coverage begins the 15th of the 1st of the month from the date of hire.

An employee on unpaid sick leave shall receive hospital/medical coverage paid by the employer for the employee only, according to the following schedule:

1 year to 5 years of service	=	6 months
6 plus years of service	=	12 months

In addition, the Employer agrees to provide part-time employees single coverage for the above hospital/medical insurance plans for the employee only. The employee shall be responsible for paying the premium cost for any spouse and dependent coverage based upon hours regularly worked.

Any premium co-pay shall be paid with pre-tax dollars unless the employee opts not to use that plan.

The Employer shall hold an open enrollment for health care prior to the above changes in the plans.

Section 2. Dental Insurance. Dental Insurance shall be provided to full-time employees and dependents on the first day of the month following the date of hire at no cost to the employee. The dental benefits provided are subject to the terms and conditions of the policy as illustrated in Appendix C.

Section 3. Optical Insurance. The Employer agrees to provide to full-time employees and dependents, at no cost to the employees, optical benefits. The benefit is detailed in Appendix D.

Section 4. Group Life Insurance. The Employer maintains a non-contributing group life insurance plan for full-time employees in the amount of twice the employee's salary. Employees who have reached the age of 70 or over shall have their insurance reduced by 50%. The employee is eligible for coverage under this policy on the first of the month coinciding with or next following ninety (90) consecutive days of employment. If the employee retires from the Employer, coverage is fifty (50) percent of salary at the time of retirement.

Section 5. Long Term Disability. The Employer maintains a non-contributory long-term disability plan for full-time employees. Coverage begins after three (3) months of continuous disability. Employees are eligible for coverage under this policy on the first of the month coinciding with or next following ninety (90) consecutive days of employment. The disability income benefits will equal 60% of the first \$50,000 of the employee's regular annual salary plus 40% of any regular salary in excess of \$50,000.

Section 6. If the Employer is unable to purchase insurance as called for in the above articles, the Employer shall notify the Union in writing and the parties shall meet to negotiate alternative coverage.

Section 7. Tax Deferred Annuity. The Employer offers a plan to supplement normal retirement income and social security through a tax deferred annuity plan. All employees are eligible to participate. Information can be obtained through the Employer.

Section 8. Post Retirement Medical Benefits. Effective January 1, 1995, and thereafter the following benefit shall be offered:

Any retired employee who has fulfilled the following requirements will be eligible for hospital/medical benefits:

1. Retired on or after January 1, 1995, as a full-time employee.
2. Worked for the United Way of Genesee County for a minimum of ten (10) years, either as a full-time or part-time employee.

3. Must have attained the age of 60 and is still working at the United Way of Genesee County prior to retiring.
4. Is not eligible for any other health care package (e.g. General Motors, City, County, Federal Government) excluding Medicare.

If the employee retires and receives Medicare, the benefit will be a Medicare supplement; if not, the benefit will be current coverage until the employee is eligible for Medicare.

This benefit is for the employee only, and does not include spouse or other dependent. The employee may cover his/her spouse or dependents by paying the difference in premium.

The Employer will pay monthly premiums according to the following schedule:

10 - 15 years of service	=	25%
15 - 20 years of service	=	50%
20 - 25 years of service	=	75%
Over 25 years of service	=	100%

Section 9. Pension. The Employer shall maintain a defined contribution retirement plan for full-time employees and part-time employees who work 500 or more hours in a plan year. The Employer shall deposit a percentage of the employee’s annual salary into this plan each year. The Employer contribution shall then be as follows:

Beginning with calendar year 2011, and thereafter, the Employer Contribution shall be three percent (3%)

The plan shall include a vesting schedule of:

2 years of continuous service	=	20%
3 years of continuous service	=	40%
4 years of continuous service	=	60%
5 years of continuous service	=	80%
6 years of continuous service	=	100%

Section 10. Short Term Disability. The employer agrees to obtain a short-term disability insurance policy that will be made available to all employees at the employer’s expense. The policy will commence after 14 continuous days of disability and stop after the 90th day of disability and pay 60% of their base salary.

Section 11. Pension Investment Committee. The Union may elect a representative to participate in the annual review of the pension administrator and in the development of the investment guidelines.

ARTICLE XX: BARGAINING UNIT JOB DESCRIPTIONS

The Employer will develop and maintain current job descriptions reflecting the general duties of each classification, the difference in duties between various classifications, and the minimum qualifications for each classification. Prior to implementation of new job descriptions, or any revision of existing job descriptions reflecting a significant change in duties, the Employer agrees to submit said new or revised job description to the Union for their review and comment.

ARTICLE XXI: GENERAL PROVISIONS

Section 1. Payday. All employees shall have a two-week pay period ending on Friday. Payday for each payroll period shall be the succeeding Friday. If payday is holiday, payday shall be the proceeding workday.

Section 2. Distribution of Overtime. Employees shall be required to work reasonable amounts of overtime upon request. Overtime must be authorized by the Employer. When in the judgment of the Employer, overtime is required, the Employer will distribute such overtime work in an equitable fashion.

Section 3. Nepotism. No person shall be employed if a member of the person's immediate family is employed in a supervisory capacity by the organization. The term "immediate family" shall include spouse, son, daughter, mother, father, brother and/or sister.

Section 4. Mileage. The organization shall allow mileage to staff members for use of their personal car on organization business. The amount of the reimbursement is to be the current IRS rate. Parking expenses shall be reimbursed to staff members who are required to use their personal cars in the course of performing their assigned duties.

Section 5. Memberships. For the purpose of good public relations, membership by staff in service organizations is desirable. These will be encouraged, with the supervisor's approval and discretion, according to the following guidelines:

More than one (1) membership per employee per year shall be permitted, but a maximum membership cost of up to \$100 per person will be borne by the organization.

Section 6. Travel Expenses. All legitimate travel expenses on behalf of the organization and in the performance of duties shall be borne by the organization, following approval of an itemized expense report. All legitimate travel expenses such as transportation, hotel accommodations, registration and meals shall be itemized and the staff person shall be reimbursed for same.

Section 7. Advances. Staff shall obtain advances on expenses, where needed, as follows; up to \$25.00 from the petty cash fund; over \$25.00 by separate disbursement check. Listing expenses on staff expense vouchers, and submitting this for approval to the supervisor, is encouraged in routine business expenses.

Section 8. Educational Assistance. It is the intent of the United Way of Genesee County to encourage its employees to prepare for greater opportunities and responsibilities within the organization. To achieve this goal, it is our policy to assist employees with an educational reimbursement program covering one hundred percent (100%) of the cost of tuition up to \$2,500 per calendar year under the following conditions:

1. The individual has been employed for a minimum of one (1) year on a full-time basis.
2. The course contributes to the employee's effectiveness in his or her present job or prepares the employee for advancement opportunities.
3. Prior approval of the school and the courses to be taken must be granted in writing by the Executive Director of the United Way of Genesee County.
4. To be eligible for reimbursement, the employee must complete the course with a "B-" or better for undergraduate courses and a "B" or better for graduate courses.
5. An employee receiving any other educational aid is eligible for reimbursement only on those approved courses not covered by other assistance.
6. Reimbursement will be paid upon completion of each course and upon receipt of appropriate grade documentation and receipts with thirty (30) days following the completion of the course. (Additional charges for late registration will not be reimbursed.)
7. Eligibility for reimbursement ceases upon termination.
8. Employees studying under the Education Assistance Program will be expected to devote their own time to complete the requirements of school attendance and homework assignments.

Section 9. Bargaining Unit Work. No employee outside of the bargaining unit may perform any of the duties exclusively performed by employees covered by this Agreement except when necessary to instruct or train other employees or in emergencies to maintain proper service to the community. The Employer will continue its current practice of having bargaining unit employees perform some of the required painting.

Section 10. Subcontracting. No work which is exclusively performed by employees within job classifications covered by this Collective Bargaining Agreement shall be subcontracted by the Employer to any outside office or agency.

Section 11. Any written statement or oral agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.

Section 12. In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decree, such decisions shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 13. No provision, term or obligation of this Agreement shall be affected, modified, altered, or changed in any respect by any change in the legal status, management or location of the Employer.

ARTICLE XXII: COMPENSATION

Section 1. New Hires. The original hire of an employee shall be at Start, except that the Employer may start an employee at Step 1 or 2 due to previous experience. In no event may a new employee be placed at a step higher than a current employee in that classification.

Section 2. Promotions. An employee promoted from one classification to another shall go the first step in the classification which is at least five percent (5%) increase. If there is not a step which is not at least a five percent (5%) increase, the employee shall go the highest step of the new classification. Employees promoted from one classification to another will have the date of promotion for purposes of future step increases.

Section 3. Overtime. Employees shall be paid their regular hourly rate for hours worked over thirty-six and one quarter (36 ¼) and less than forty (40) in a pay week. Employees shall be paid at time and one-half (1 ½) for all hours paid over forty (40).

Section 4. Holidays. Double time shall be paid for all hours worked on an actual or observed holiday.

Section 5. Placement on Schedule. All employees employed prior to 7/01/94 shall move to the agreed upon step on the new schedule retroactive to 7/01/95. All employees employed after 7/01/94, but prior to this agreement, shall move to the agreed upon step on the new schedule on the anniversary date of her/his employment. Employees employed after this Agreement shall be placed on the new scale.

Future Steps. All employees employed prior to 7/01/94 shall move to the next step on the salary schedule on 7/01/96, and each 7/01 thereafter.

All employees employed after 7/01/94 shall move to the next step on the salary schedule on the anniversary date of her/his employment which follows 7/01/96 and each anniversary date thereafter.

ARTICLE XXIII: LOCKOUTS AND STRIKES

Section 1. The Union agrees that there will be no strikes or work stoppages during the term of this Agreement and the Employer agrees that there will be no lockouts during the term of this Agreement. The Union further agrees that it and its authorized representatives will discourage any such action on the part of individual employees. Any employee(s) who violates the provision of this Section may be subject to discipline by the Employer, up to and including discharge.

ARTICLE XXIV: TERMINATION

Section 1. This Agreement shall be effective on the 1st day of June, 2011, and shall remain in full force and effect until June 30, 2012. It shall be automatically renewed from year to year unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter. In the event that neither party desires to terminate this Agreement, written notice must be given to the other party no less than thirty (30) days prior to the desired termination date, such notification date shall not be before the expiration date set forth in this section.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of _____ 2011.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING
Compensation

The parties have reached an understanding regarding what will happen should a majority of non-bargaining unit members receive raises during the term of this Agreement. This understanding is as follows:

1. If during the term of this Agreement only, the Employer gives a majority of its employees outside of the bargaining unit a raise or increase in annual compensation, the Employer will give bargaining unit employees pro rata raise or increase in annual compensation. For example, if a majority of employees outside the bargaining unit receive an annual raise of one percent (1%) of their current annual salary, then bargaining unit members would similarly receive an annual raise of one percent (1%) of their current annual salary.

2. If collected pledges made to the United Way of Genesee County exceed four million, five hundred thousand dollar (\$4,500,000) for any single campaign year during the term of this Agreement only, this Agreement shall be reopened for the purpose of negotiating an adjustment to bargaining unit members' wages and pension contributions.

WAGES