

Agreement Between

Local 459
Office and Professional Employees
International Union
AFL-CIO

and the

Michigan State AFL-CIO

July 1, 2016 thru June 30, 2017

TABLE OF CONTENTS

Agreement.	1
Article I Recognition	1
Article II Check Off.	2
Article III Hours of Work.	2
Article IV Conventions & Conferences.	2
Article V Non-discrimination.	3
Article VI Seniority.	3
Article VII Promotions, Transfers & Vacancies.	4
Article VIII Union Representation.	4
Article IX Grievance Procedure.	4
Article X Resignations.	6
Article XI Disciplines & Discharge.	6
Article XII Layoffs.	7
Article XIII Temporary Employees.	7
Article XIV Subcontracting.	8
Article XV Part-time Employees.	8
Article XVI Cathode Ray Tubes & VDTs.	9
Article XVII Leaves of Absence.	9
Article XVIII Vacations.	12
Article XIX Holidays.	13
Article XX Election and Personal Leave.	14
Article XXI Insurances.	14
Article XXII Pension and Retiree Health Care.	16
Article XXIII Severance.	18

Article XXIV Wages.	18
Article XXV Cost-of-Living.	19
Article XXVI Tuition Reimbursement.	20
Article XXVII General.	20
Article XXVIII Duration.	21
Letter of Understanding A Employee Wages.....	22
Letter of Understanding B Bonuses	23

AGREEMENT

This AGREEMENT is entered into this first day of July 2014 between the Michigan State AFL-CIO (hereinafter referred to as the "Employer") and the Office & Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

Both parties being desirous of establishing a harmonious relationship between the parties for the purpose of promoting the best interests and fraternal relations of both unions affiliated with the American Federation of Labor and Congress of Industrial Organizations, and for the purpose of defining their mutual rights and obligations, do agree as follows:

ARTICLE I - RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining agent for all office, clerical, clerical/maintenance and custodial employees excluding employees of the Auxiliary Programs and bookkeeper and will bargain with the Union on all matters of wages, hours of work and working conditions.

The bargaining unit shall include a classification of custodial/maintenance/utility (CMU). This individual shall have duties (and skills) including custodial and cleaning of the entire building, basic maintenance, upkeep, decorating and building repair and performance of errands. Their clerical work shall not be inclusive of that of other members of the bargaining unit and limited to making copies, printing/folding/stuffing envelopes, and metering mail (e.g., address maintenance and printing requiring the use of a computer will not be a part of this job description. The schedule shall be initially determined by the Employer. Any change to the schedule shall be by mutual agreement. The Letter of Understanding regarding the twenty-five (25) hour per week part-time CMU position dated May 4, 2016 shall modify this Section as long as it is in effect.

- 1.2 As a result of Michigan Public Act 348 of 2012, the provisions of Article 1.2 requiring membership in good standing as a condition of employment shall not be applicable except with regard to any work, or in any other circumstance, in which the provisions of Michigan Public Act 348 of 2012 would not apply or be controlling. The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 of 2012 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the foregoing paragraph affected by such legislation or order shall become a binding provision in this Agreement immediately on the effective date of such legislation or order. It is a condition of employment with the Employer that all employees covered by this Agreement shall be and remain a member of the Union. New office employees shall join the Union, if they are not already members of OPEIU Local 459, AFL-CIO, within thirty (30) calendar days.
- 1.3 Employees who have joined the Union shall be permitted and required to use the OPEIU 459 AFL-CIO label on all work.
- 1.4 An employee who is not a member of the Union may not use the OPEIU 459 AFL-CIO bug. If a document with the OPEIU 459 AFL-CIO bug is altered in any significant way by

an employee who is not a member of the Union then the OPEIU 459 AFL-CIO bug shall be removed.

ARTICLE II - CHECK OFF

The Employer agrees to deduct union dues, initiation fees and assessments as levied and officially designated by the Union at each pay period and shall pay the same to the Secretary-Treasurer of the Union within ten (10) days of the end of each month.

ARTICLE III - HOURS OF WORK

- 3.1 The regular work week shall consist of thirty-five (35) hours. The standard work day shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday with one (1) hour off for lunch, except as previously stated for the CMU classification in Section 1.1.
- 3.2 Time and one-half (1 1/2) shall be paid for all hours worked in excess of seven (7) hours in any one (1) day or in excess of thirty-five (35) hours in any one (1) week, and for all work performed on Saturday. Double time shall be paid for all work performed on Sunday. All overtime work shall be distributed among all employees in a manner which will give each employee an equal share of overtime whenever possible. The Employer will make every effort to give advanced notice when overtime is required. Every reasonable attempt will be made to make payment on the next pay date, but in no event will payment be made later than the subsequent pay date.
- 3.3 Call-in pay shall be for no less than four (4) hours at the employee's rate of pay for that day.
- 3.4 When an employee works in excess of nine (9) hours in any one day, the employee shall be granted an additional one-half hour with pay for a lunch period.
- 3.5 The Employer shall grant fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon for relief period.
- 3.6 Salaried employees shall be excluded from Sections 1, 2 and 3 of this Article. In the event of unusually heavy work schedules, compensatory time shall be arranged by the President.
- 3.7 Employees may request work schedules which differ from the standard work day. In case of conflicting requests the employer shall approve them on a seniority basis.

ARTICLE IV - CONVENTIONS AND CONFERENCES

- 4.2 All employees working at the Employer's convention, or at special conventions or conferences called by the Employer, will be paid their current regular daily rate. Hotel bills, meals and transportation shall be paid by the Employer except when the

convention or conference is held in Lansing. When a convention or conference is held in Lansing, the Employer shall pay for all meals.

- 4.2 The Employer shall pay \$75 on any full day out of town for these purposes (approved by employer prior) in addition to the past practice of per diem reimbursements.

ARTICLE V - NON-DISCRIMINATION

- 5.1 The Employer agrees there will be no discrimination against an employee because of Union activity.
- 5.2 The Employer and the Union agree not to discriminate in carrying out the obligations of this contract on the basis of race, creed, sex, marital status, age, national origin, gender identity or sexual orientation.
- 5.3 The Michigan State AFL-CIO and the Union have not and will not condone sexual harassment.
- 5.4 In the case of alleged violation of this Article, the employee may pursue the matter in a confidential manner through the designated representative of the Union and the Michigan State AFL-CIO. If not resolved, the matter will be taken through the grievance procedure.

ARTICLE VI - SENIORITY

- 6.1 The probationary period for new employees shall be ninety (90) calendar days from the date of hire, after which seniority shall be as of the original date of hire. The probationary period may be extended by mutual agreement.
- 6.2 Part-time employees shall accrue seniority at one-half (1/2) the rate of full-time employees.
- 6.3 Seniority rights shall be lost for any of the following reasons:
- a. Employee quits.
 - b. Employee is discharged for just cause.
 - c. Employee fails to report to work at the expiration of a leave of absence without permission for extension of time.
 - d. Employee is laid off for a period equal to his/her seniority or for one (1) year, whichever is greater, but in no case more than two (2) years.
- 6.4 Seniority shall be by classification.
- 6.5 Seniority lists shall be available on a quarterly basis from the Employer.

**ARTICLE VII - PROMOTIONS, TRANSFERS AND
VACANCIES**

- 7.1 The Employer shall post a notice of a vacancy or newly created job. The notice shall include a list of the qualifications needed. Employees shall have a five (5) working day period of time to apply for the position.
- 7.2 Selection for a promotion or transfer shall be made on the basis of seniority and ability. In the event two (2) or more qualified employees apply, the applicant with the greatest seniority shall be awarded the position for a trial period as specified in Section 3.
- 7.3 All employees promoted shall have a trial period of thirty (30) calendar days. If the employee does not qualify during this trial period, the employee shall be returned to his/her former position without any loss of seniority or pay. During the trial period the employee shall receive the rate of pay for the job being performed.
- 7.4 Any employee promoted or transferred may request, in writing, and return to his/her former position within the thirty (30) day trial period without loss of seniority or pay.
- 7.5 Section 2 shall not apply to the positions of Executive Secretary. The filling of these positions shall be at the Employer's discretion. If an employee with prior seniority in the bargaining unit is displaced, he/she shall be returned to his/her former position with no loss of seniority. If an employee who did not have prior seniority in the bargaining unit is displaced that employee shall be laid off.
- 7.6 If the Employer request an employee in a lower paid classification to perform duties in a higher paid classification, the employee shall be paid the wages of the higher classification for the entire day during which the work is performed provided the employee worked in the higher paid classification at least two (2) hours during the day.

ARTICLE VIII - UNION REPRESENTATION

- 8.1 The employees shall elect a steward and alternate.
- 8.2 The Union shall notify the Employer who is serving as steward and alternate.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.1 For the purpose of this Article, the term "grievance" means any dispute between the Employer and the Union, or between the Employer and the employee concerning the effect, interpretation, application, claim of breach or violation of this Agreement.
- 9.2 All grievances shall be subject to the following grievance procedure:

STEP ONE

An employee having a grievance shall present it in writing to the steward within ten (10) working days after the inception of the matter giving rise thereto or it shall be deemed to have been waived. The steward shall present the grievance upon, receipt, to the Secretary Treasurer of the Michigan State AFL-CIO. The Secretary Treasurer shall respond within five (5) working days.

STEP TWO

If the Union is not in agreement with the Step One decision it may move the grievance to the next step by notifying the President of the Michigan State AFL-CIO within five (5) working days of receiving the Step One response. The President shall respond within five (5) working days.

STEP THREE

If the Union is not in agreement with the Step Two decision, it may move the grievance to the next step by notifying the President within ten (10) working days after receiving the Step Two response, that it desires a meeting with a committee of the Employer's Executive Council.

The committee shall be composed of the three (3) Trustees from the Executive Council. The committee shall meet within twenty (20) working days after receipt of the Union's notice.

The committee shall render a written decision within ten (10) working days after the meeting.

STEP FOUR

If the Union is not in agreement with the committee's decision it may submit the grievance to arbitration. The Union shall notify the President, within twenty (20) working days after receiving the committee's decision, that it desires arbitration. The Union and the Employer shall attempt to agree on an impartial arbitrator. In the event an arbitrator is not mutually agreed upon within five (5) working days after the Union notifies the President it desires arbitration, using an odd numbered list either party may request a list of arbitrators from the American Arbitration Association. The arbitrator shall be selected through the process of elimination with each party alternately eliminating the name from the list of arbitrators, the last remaining name shall then be the arbitrator.

- 9.3 The fee of the arbitrator shall be borne equally by the parties. The arbitrator shall not change, amend or modify any provision of the Agreement. The decision of the arbitrator shall be final and binding on both parties. Any time limits contained in this Article may be extended by mutual agreement of both parties.
- 9.4 The Union and the Employer both have a desire to utilize mediators or other independent counsel to resolve their disputes prior to submitting them to arbitration.

Each party agrees to consider any request from the other party for such mediation but neither party is required to use such a service.

- 9.5 All grievance meetings shall be conducted during normal business hours and all participants shall be compensated for time spent in such meetings. If an employee is requested to attend a meeting at a time that is outside of the employee's normal working schedule, then the Union and Employer may agree to an alternative schedule for that day, reschedule for a time which falls within all the participants' work schedule, or the employee may be paid at the overtime rate if required to attend a meeting in addition to working his/her normal schedule that day.

ARTICLE X - RESIGNATIONS

- 10.1 All employees shall give two (2) week's notice before leaving employment. This two (2) weeks notice, however, may be waived if agreed upon between employee and the Employer.

- 10.2 An employee shall be able to receive only up to twenty five (25) days accrued vacation pay.

Employees' accrued vacation shall be paid out up to twenty-five (25) days.

Employees who do not give two (2) week's notice shall not receive accrued vacation pay unless the notice requirement has been waived.

- 10.3 When an employee leaves the service of the Employer he/she shall, upon request, be furnished with a written statement of his/her character of service.

ARTICLE XI DISCIPLINES AND DISCHARGES

- 11.1 The Employer agrees not to discipline or discharge employees except for just and sufficient cause.

- 11.2 Before an employee is discharged he/she shall be given a hearing in front of the President of the Employer or his/her designee with a Union representative present.

If the employee, after such hearing, is still aggrieved, the case may be referred to the grievance procedure Step Two (2). If the decision is reversed, the discharged employee shall be paid retroactive pay dating from the time of discharge and shall retain all seniority rights.

- 11.3 Any employee discharged shall be given accrued vacation pay at the time of separation.

ARTICLE XII - LAYOFFS

- 12.1 Before a layoff, the Union shall be notified by the Employer.
- 12.2 In the event of a layoff, temporary employees within the classification shall be laid off first. If additional layoffs are needed, then the principle of seniority shall be applied. The employee with the lowest seniority within the classification shall be laid off first. Recall shall be on the basis of seniority, provided the employee qualifies for the work available.
- 12.3 A seniority employee who is about to be laid off shall receive two (2) weeks' notice or the equivalent in wages. Employees laid off for three (3) months or more shall be paid accrued vacation pay.
- 12.4 An employee on layoff, who is qualified for the available work, shall be offered any temporary work available. Seniority employees shall not be required to accept temporary or part-time work to retain their seniority. If the qualified laid off employee declines temporary work, the Employer may hire temporary employees in accordance with Article XIII.

ARTICLE XIII - TEMPORARY EMPLOYEES

- 13.1 The employer may hire temporary employees for periods of peak work loads or for special projects. Temporary employees may work full time or part time and shall have no guarantee of hours.
- 13.2 Temporary employees shall not be employed for longer than ninety (90) calendar days, except the Employer may hire temporary employees to replace Union employees on a paid or unpaid leaves of absence. Such temporary employees may be employees for the duration of the leave of absence.
- 13.3 Temporary employees shall not be covered by any other Articles of this agreement unless specifically addressed below.
- 13.4 Should a temporary employee become permanent, any time worked as a temporary employee shall be added to that employee's seniority. Any time worked less than a full day, shall be counted as a full day for the purposes of this section.
- 13.5 The Employer shall give written notice to the Union upon hire of temporary employees. The notice shall include the expected duration of the employment. The duration may be extended or reduced upon notice from the Employer.
- 13.6 As a result of Michigan Public Act 348 of 2012, the provisions of Article 13.6 requiring membership in good standing as a condition of employment shall not be applicable except with regard to any work, or in any other circumstance, in which the provisions of Michigan Public Act 348 of 2012 would not apply or be controlling. The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 of 2012 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions

of the foregoing paragraph affected by such legislation or order shall become a binding provision in this Agreement immediately on the effective date of such legislation or order. Temporary employees shall, after 30 days, begin paying dues to the Union.

- 13.7 A temporary employee shall be paid at 30% per week less than the prevailing wage for her/his classification.
- 13.8 A temporary employee who is replacing a Union employee on leave of absence and who works more than six (6) months and averages fifteen (15) hours per week shall receive vacation, sick leave, and holiday pay on a pro-rated basis.

ARTICLE XIV - SUBCONTRACTING

No work which is normally or customarily performed by employees within job classifications covered by this Collective Bargaining Agreement shall be subcontracted by the Employer to any outside office or agency, except for the following exceptions:

1. Building maintenance including, but not limited to, of a nature unable to be performed by the custodial/maintenance/utility position including building repairs.
2. In the event of a layoff situation, all bargaining unit members have the first (1st) right to perform the duties as a contractor with agreement by the Union.

If the Employer regularly has bargaining unit work performed in violation of this agreement, the Employer shall post and fill a bargaining unit position. If the Employer has bargaining unit work performed in violation on this agreement that is not done on a regular basis, the hours worked shall be paid to bargaining unit members at their current wages.

ARTICLE XV - PART-TIME EMPLOYEES

- 15.1 The Employer may hire part-time employees. Part time employees shall assist the full-time work force. Part-time employees shall not be used in lieu of, or to displace, full-time employees.
- 15.2 Part-time employees shall not be regularly scheduled to work less than fifteen (15) hours and not more than twenty six (26) hours in any week. If a part-time employee regularly works more than twenty six (26) hours per week, and the employee or the Union notifies the Employer to that effect, the Employer either shall make that employee a full-time employee entitled to all the rights and privileges of a full-time employee, or shall reduce the employee's hours to less than twenty six (26) hours a week for at least the next eight (8) consecutive weeks. For purposes of this section, regularly shall mean more than eight (8) weeks in any ten (10) week period.
- 15.3 A part-time employee shall be paid at the prevailing wage for her/his classification. Part-time employees shall receive paid leave on a pro rated basis. Part –time employees shall receive single insurances.

ARTICLE XVI
CATHODE RAY TUBES & VIDEO DISPLAY
TERMINALS

- 16.1 The Union and the Employer agree to meet regarding any health and safety concerns related to the use of Cathode Ray Tubes (CRT's) and Video Display Terminals (VDT's).
- 16.2 Every employee working on a CRT or a VDT shall be required to take a break of at least fifteen (15) minutes away from his/her machine after every hour of work on the machine.
- 16.3 Employees who are pregnant shall not be required to operate CRT or VDT machines and shall be relocated to appropriate work. Employees shall not suffer any loss in pay, benefits or seniority as a result of such change.

ARTICLE XVII - LEAVES OF ABSENCE

17.1 Sick Leave

Employees shall receive twelve (12) paid sick days in January of each year. Employees hired February 1 through December 31 shall receive one (1) paid sick day for each month worked. An employee may accumulate sick leave up to a maximum of twenty-four (24) days. The Employer may require proof of illness for employees using more than three (3) consecutive days of sick leave. Sick leave shall be granted in not less than one (1) hour increments. An employee shall continue to accrue seniority and all benefits while on sick leave. Employees shall be allowed to donate paid sick days to another employee whose own sick leave has run out upon written notice to the Employer and the Union. Any unused days shall be returned to the donating employee(s).

17.2 Disability Leave

a. Short-Term

Employees shall be entitled to up to ten (10) weeks of short-term disability leave with pay. If an employee has seven (7) or more days of sick leave available, the short-term disability leave shall start after the seventh day. If an employee has less than seven (7) sick days available, the short-term disability leave shall start after all available sick days are used. An employee with more than seven (7) days of sick leave available shall retain the days over seven (7). These days shall be available for use by the employee at the end of the short-term disability leave.

If an employee is paid benefits from an insurance plan paid for by the Employer (e.g., Sickness & Accident, or Workers' Compensation) while on short-term disability leave, the amount of pay received from the insurance plan shall be deducted from the employee's short-term disability leave pay.

An employee shall continue to accrue seniority and all benefits while on short-term disability leave.

b. Long-Term

Employees with at least six (6) months' seniority but less than one (1) year's seniority shall be entitled to a long-term disability leave of up to six (6) months. Employees with more than one (1) year's seniority shall be entitled to a long-term disability illness leave for a period equal to the employee's seniority or up to three (3) years, whichever is less. This leave shall begin at the end of the short-term disability leave. This leave shall be without pay, but an employee may use any accumulated sick or vacation leave. An employee may draw from accumulated sick or vacation leave to supplement Sickness & Accident or Workers' Compensation weekly benefits and maintain full pay. An employee on long-term disability leave shall continue to accrue seniority. The Employer and the Union may agree to an extension of long-term illness leave.

c. Determination

The determination of disability shall be made by the employee's attending physician. The Employer may require an employee to be seen by another physician at the Employer's expense.

If the physicians of the employee and the Employer do not agree and concurrence cannot otherwise be reached, the employee may request that an appropriate medical specialist be designated to determine disability. The Employer and the Union shall mutually agree as to whom the appropriate specialist shall be. Failing agreement by the parties, the physicians of the Employer and the employee shall select the appropriate specialist. The employee shall consult the specialist. The employee shall pay one-half (1/2) of the specialist's fee and the Employer shall pay the other one-half (1/2) of the fee.

The specialist shall furnish a copy of his/her evaluation to the employee, Employer and Union. The determination of the specialist shall be final and binding.

17.3 Jury Duty Leave

Leave shall be granted for jury duty and the Employer shall pay employees for any time away from work. Employees released from jury duty during normal working hours shall return to work if there are four (4) or more hours remaining for the balance of the day. An employee shall continue to accrue seniority and all benefits while on jury duty leave.

17.4 Maternity/Paternity/Adoption Leave

An employee with one (1) year or more of seniority shall be granted a maternity/ paternity/adoption leave of up to six (6) months without pay. The leave shall begin at the end of the disability leave, if any.

An employee shall continue to accrue seniority while on maternity/paternity/adoption leave. The employer shall continue all insurance benefits for an employee on maternity/paternity/adoption leave.

17.5 Union Leave

- a. A leave of absence without pay shall be granted to an employee who is selected to serve as a full-time representative of his/her local or international union, AFL-CIO convention or government service if selected by OPEIU. A leave of absence to attend an OPEIU convention shall be paid subject to the following conditions. This leave of absence shall be paid for each day the OPEIU convention is in session and any day spent traveling during normal work days or which are adjacent to the convention up to a maximum of five (5) days for one (1) bargaining unit employee who serves as a duly elected delegate or alternate. This paid leave shall be not be granted to any employee more often than once every three (3) years. The employee on such a paid leave shall file a report to the Employer about issues of general interest to the affiliates. An employee on Union leave shall continue to accrue seniority for up to three (3) years. After three (3) years, the employee shall retain any seniority already accrued, but shall not continue to accrue seniority. An employee shall be returned to work in his/her previous position or a like position.
- b. A leave of absence with pay shall be granted to one (1) member of the bargaining unit to attend Union educational conferences or seminars which apply to the employee's position in the Union. Such a leave shall not exceed three (3) work days and shall not be granted more than once a calendar year.

17.6 Armed Forces Leave

An employee drafted into the Armed Forces or volunteering into the Armed Forces during any war shall be granted a leave of absence. The Employee shall receive any accrued vacation pay and may receive severance pay in accordance with the provisions outlined in this Agreement at the time of induction. The employee will accumulate seniority and will be returned to work at his/her previous or like position providing he/she reports to work within ninety (90) days after discharge. At the employee's request, and for just cause, a ninety (90) day extension may be granted by the Employer.

17.7 Leave Without Pay

An employee with one (1) year or more seniority may be granted a leave without pay for up to three (3) months. The Employer may request adequate reason before granting such leave. A leave without pay may be extended by mutual agreement between the Union and the Employer. An employee shall continue to accrue seniority during the first three (3) months of a leave without pay. After three (3) months an employee shall retain, but not accrue, seniority.

17.8 Bereavement Leave

Leave of absence with pay for five (5) work days shall be granted an employee in the event of death of his/her immediate family (i.e., father, mother, spouse, child, sister or brother). Further bereavement leave shall be subject for negotiation between the employee involved and the Employer. Leave of absence with pay for three (3) work days shall be granted an employee in the event of death of his/her mother-in-law, father-

in-law, grandparents and grandchildren. An employee shall continue to accrue seniority and all benefits while on bereavement leave.

17.9 Prolonged Illness in Immediate Family

- a. An employee with one (1) year or more of seniority shall be granted a leave of absence of up to six (6) months without pay to attend to the physical or mental health of a member of the employee's immediate family.
- b. An employee shall continue to accrue seniority while on a prolonged illness in immediate family leave. The Employer shall continue all insurance benefits for an employee on a prolonged illness in immediate family leave.
- c. Immediate family is defined as spouse, parent, dependent child, ward with legal guardianship, and significant other. Significant other is defined as an individual living with the employee in a relationship which the employee considers analogous to marriage. Proof of claimed illness must be furnished by the employee when requested by the Employer.

ARTICLE XVIII - VACATIONS

18.1 Employees hired after July 1, 2007 shall be granted the following vacation with pay:

- 1 week after 6 months
- 2 weeks after 1 year
- 3 weeks after 3 years
- 4 weeks after 10 years
- 5 weeks after 20 years

Employees hired on or prior to July 1, 2007 shall earn four (4) weeks of vacation at six (6) years.

If an employee is terminated for misappropriation of funds, that employee shall not be entitled to accrued vacation pay

18.2 Vacation schedules shall be arranged on the basis of seniority by December 1st and shall be mutually agreed to by employees and Employer. Employees shall submit vacation requests for the year to the employer by December 1st of each year. The employer shall approve/deny said requests by December 22nd of each year. Vacation requests shall not be denied without cause. Vacation requests that are submitted after the December 1st deadline will be approved on a first come first served basis. A yearly calendar shall be posted and maintained in a common area with all approved vacations/paid time off for the year noted. Employees shall be allowed to carry over up to a maximum of twenty five (25) vacation days to the next year, except an employee who is employed as of July 1, 2004 who has more than twenty five (25) days in her/his vacation bank will be allowed to carry forward more than twenty five (25) days. The maximum amount that employee can carry forward will be the lowest amount in the employee's bank at any point (but in no event less than twenty five (25) days). Once per

year an employee may opt to have up to two (2) weeks of her/his vacation bank over twenty five (25) days paid in wages. The bank will be reduced by the amount the employee has been paid in wages. Before December 31 of each year the Employer shall notify each employee as to his/her current vacation entitlement. The Employer and each employee shall reach an agreement as to the correct beginning balance as of January 1 of each year.

- 18.3 If a holiday occurs during the vacation period of any employee, such employee shall receive an additional day's vacation, if convenient, said employee will be entitled to one (1) day off at a later date.
- 18.4 In the case of an employee's death, payment of accrued vacation pay shall be made to the employee's designated beneficiary if one has been so designated by the employee.
- 18.5 Any employee who suffers an accident or illness while on vacation shall be granted sick pay and leave in accordance with ARTICLE XVII, Section 1, upon notification to the Employer. When the employee recovers and is able to return to work mutually agreeable arrangements between the Employer and employee shall be made to complete the employee's vacation schedule. Proof of claimed accident or illness when and if requested by the Employer, must be furnished by the employee.
- 18.6 In the event of the death in the immediate family while an employee is on vacation, funeral leave shall be granted in accordance with ARTICLE XVII, Section 8, upon notification to the Employer and this leave shall be excluded from the vacation period. When the employee returns to work, mutually agreeable arrangements between the Employer and employee shall be made to complete the employee's vacation schedule.
- 18.7 Employees shall take their vacation time off from work and not accept pay in lieu thereof except in case of termination, retirement or death in accordance with Letter of Understanding "G".

ARTICLE XIX - HOLIDAYS

- 19.1 The following days shall be paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

The three (3) days between
Christmas Day and New Year's Eve
New Year's Eve
Employee's Birthday
One (1) Floating Holiday per calendar year as chosen by the Employee

- 19.2 It is mutually understood that bargaining unit work shall remain with the scope of the bargaining unit, except for work of an incidental nature (e.g., typing and mailing a letter) during time of unforeseen circumstances or during scheduled time off as outlined in sections 19.1 and 19.5. In this regard, it is further understood that no grievances shall be filed regarding non bargaining unit employees performing bargaining unit work of an incidental nature during these aforementioned times.
- 19.3 If any of the listed holidays fall on Saturday, they shall be observed on the preceding Friday, and if they fall on Sunday, they shall be observed on the following Monday except if Christmas Day and New Year's Day fall on Saturday they shall be observed on Monday. If Christmas Eve and New Year's Eve fall on Sunday, they shall be observed on Friday.
- An employee shall be allowed to take their birthday in any day in the month in which it falls.
- 19.4 In addition to holiday pay, double time shall be paid for all hours worked on a holiday except for the three (3) days between Christmas Day and New Year's Eve.
- 19.5 Shut Down - In July of odd numbered years, bargaining unit employee shall be off work the week of July 4th and the subsequent week. Employees shall receive two (2) weeks of pay for this period and will be required to use one (1) week of vacation pay.

ARTICLE XX **ELECTION AND PERSONAL LEAVE**

- 20.1 Two (2) hours with pay shall be granted on all general election days for voting for those eligible to vote. Half of the employees shall take their two (2) hours from 9:00 a.m. to 11:00 a.m. on election day, and the other half from 3:00 same day. Employees who serve on Election Commissions shall be granted time off without pay on all election days.
- 20.2 Employees will be granted five (5) personal leave days per year which shall not be taken in less than one-hour increments and will be subject to prior approval by the Employer.

ARTICLE XXI - INSURANCES

- 21.1 The Employer agrees to pay the cost of the premium for single, two person or full family (depending upon the status of the employee) for health care insurance. The plan shall be the BCN \$500/0% plan with a Health Reimbursement Arrangement (HRA) covering one hundred percent (100%) of the deductible. The total annual out-of-pocket maximums shall be \$1,000 per member/\$2,000 per two-person or family per year. Any

payment made through the HRA shall be applied to the total annual out-of-pocket maximums.

The drug coverage shall include Contraceptive Medications and Devices, Needles & syringes, Prescribed Smoking Cessation Drugs, Fertility Drugs, Genetically Engineered Drugs, AIDS Medication (mail order only), Injectables, and Maintenance Drugs (3 month supply).

- 21.2 The Employer agrees to pay the cost of the premium for single, two person or full family (depending upon the status of the employee) for dental insurance. The plan shall be the Public Employee Health and Welfare Benefit Plan Four Star Dental Care Program or a plan with the same benefits with the Dentamax provider network.
- 21.3 The Employer agrees to pay the cost of the premium for single, two person or full family (depending upon the status of the employee) for optical insurance. The plan shall be the Public Employee Health and Welfare Benefit Four Star Vision Care Program or a plan with the same benefits with the NVA provider network.
- 21.4 The Employer agrees to pay the cost of the premium for short-term disability income insurance. The plan shall be the Public Employee Health and Welfare Benefit Group Short Term Disability Income Insurance, Option 1 or a plan with the same benefits and provider network administered through Associated Mutual.
- 21.5 The Employer agrees to pay the cost of term life insurance for each employee with coverage of one and one half times an employees annual salary.
- 21.6 Employees may purchase the following additional insurances through payroll deductions through Associated Mutual.
 - a. Group Hospital Confinement Indemnity Insurance
 - b. Group Long-Term Disability Income Insurance
 - c. Group LTD-Coordinated Disability Plan
 - d. Group Dependent Life Insurance
 - e. Group College Fund Benefit
- 21.7 An employee, after providing proof of coverage through his or her spouse to the employer, may elect not to participate in the health insurance plan currently offered to the employees in the bargaining unit. An employee who elects not to participate shall be paid a monthly sum according to the following schedule:

Reduction or elimination of coverage – The employee shall be reimbursed fifty percent (50%) of the monthly savings from both the premium(s) and the cost of the HRA under the insurance plan(s) between their current coverage and the reduced coverage.

The employee will not be allowed to re-enter the plan until the regular enrollment period. However, if the employee loses coverage through his or her spouse, the employee shall be allowed to re-enter the plan on the first day of the succeeding month after providing verification to the employer of the loss of coverage.

- 21.8 If the Employer identifies a health care insurance plan which offers substantially equal coverage at a lower premium rate, it shall notify the Union in writing. The Union agrees to meet and negotiate over the issue of switching from the current BCN \$500/0% plan with a Health Reimbursement Arrangement (HRA) covering one hundred percent (100%) of the deductible as described in Section 21.1 to the plan identified by the Employer.
- 21.9 The Employer shall reimburse employees up to \$150 every year for glasses which are necessary for work on a Cathode Ray Tube (CRT) or video display terminals (VDT) and are due to prescription changes, when presented with proof of purchase. The initial request for such glasses shall not be subject to the prescription change requirement.
- 21.10 As soon as practical, the Employer shall establish flexible spending accounts for Dependent Care and Medical Reimbursement which employees can contribute pre-tax dollars into. These accounts shall allow the employees the use of a debit card and allow employees to carry over a maximum of \$500 from year to year or the maximum allowed by law whichever is greater. Any forfeiture in bargaining unit employees' accounts at the end of the plan year will be distributed equally among bargaining unit employees. The maximum an employee can contribute to the Dependent Care account shall be \$5,000 per year or the maximum allowed by law whichever is greater. The maximum an employee can contribute to the Medical Reimbursement account shall be \$2,500 per year or the maximum allowed by law whichever is greater.

ARTICLE XXII - PENSION AND RETIREE HEALTH CARE

- 22.1 The Michigan State AFL-CIO Retirement Income Plan for Clerical Employees established January 1, 1968 will be continued and shall be printed under separate cover and is incorporated by reference as part of this Agreement.

Effective July 1, 2003 or the date that any vested bargaining unit employee separates from the Employer for any reason, whichever is sooner, the monthly benefit formula for employees who retire after the effective date of this agreement will be 1/12 of average annual salary multiplied by 2.0%, multiplied by the number of years of credited service and any cap on maximum benefits shall be eliminated.

- 22.2 The Employer agrees to provide term life insurance in the amount of \$5,000 for employees who retire under the provisions of the Retirement Income Plan.
- 22.3 The Employer agrees to pay Medicare for all employees who retire under the provisions of the Retirement Income Plan. Payment of Medicare will be made monthly. In order to be eligible for this benefit, employees must apply for Medicare when eligible. In addition, the Employer agrees to provide the following insurances:

Retiree Health Benefits

<u>Benefit/retiree age</u>	<u>Coverage</u>	<u>Eligibility</u>
<u>Medicare Advantage & Prescription Coverage:</u>		
Medicare eligible	Retiree & spouse	15 YOS
<u>Prescriptions:</u>		
60-62	Retiree	20 YOS
62-65	Retiree & spouse	15 YOS
	Spouse 62-65	20 YOS
post 65	Retiree & spouse	10 YOS
<u>Medical & Prescription Coverage under Article XXI - Insurances:</u>		
60-62	Retiree	20 YOS
post 62	Retiree 62-65	15 YOS
	Spouse 62-65, Dep. Children	20 YOS
<u>Dental:</u>		
60-62	Retiree	20 YOS
post 62	Retiree & spouse	15 YOS
	Retiree, spouse, Dep. Children	20 YOS
<u>Vision:</u>		
60-62	Retiree	20 YOS
post 62	Retiree & spouse	15 YOS
	Retiree, spouse, Dep. Children	20 YOS

The Employer agrees to pay the cost of the premium for BCN \$500/0% plan with a Health Reimbursement Arrangement (HRA) covering one hundred percent (100%) of the deductible. The total annual out-of-pocket maximums shall be \$1,000 per member/\$2,000 per two-person or family per year. Any payment made through the HRA shall be applied to the total annual out-of-pocket maximums. At the retiree's option, s/he may purchase an individual Medicare Advantage plan in lieu of the above health care plan. The Employer shall pay up to the cost of the above health care plan for the Medicare Advantage plan.

1. Covers direct retirements within pension plans after July 1, 1998. No health benefits for deferred vested retirees.
2. Medicare Advantage policy requires retirees' enrollment in Medicare.

3. Coverage for spouse is for life of spouse, but only if married at least one year before retirement and if retiree elects survivor benefits for pension.
4. The Employer shall not be obligated to provide health insurance to a retiree and/or her/his spouse if that person is eligible to receive substantially equivalent alternative health insurance from another source. Medicare and Medicaid do not qualify as alternative insurance for purposes of this paragraph. If a retiree (or a surviving spouse) loses her/his alternative coverage, the retiree shall be allowed to reenter the plan on the first day of the succeeding month after providing verification to the Employer of the loss of coverage.
5. Minimum age at which spouse can receive medical benefits (62) applies only to spouses of employees hired after July 1, 1998.
6. Dependents shall be covered under Article XXI-Insurances through age twenty-six (26).

ARTICLE XXIII - SEVERANCE

- 23.1 The Michigan State AFL-CIO Severance Benefit Plan for Clerical Personnel established September 1, 1955, and amended from time to time, will be continued and shall be printed under separate cover and is incorporated by reference as part of this Agreement.
- 23.2 Effective January 1, 1989 the above plan shall be amended to provide for quarterly contributions by the Employer on behalf of each participant equal to four and one-half percent (4 1/2%) of the participants' pay for that quarter.

ARTICLE XXIV - WAGES

- 24.1 Effective January 1, 2015, the following wages shall be in effect:

<u>Classification</u>	<u>Hr.Rate*</u>
Executive Secretary	\$24.90
Sec'y. Clerical	\$22.55
Clerical/Maintenance /Utility	\$22.55

*includes \$.05 per hour c.o.l.a. float

- 24.2 All or part of this section may be waived by mutual agreement between the Employer and the Union. New regular part time and full time employees shall be hired at 20% per week less than the prevailing wages. These employees shall receive an additional 10% upon completion of probation and 10% six (6) months after completion of probation.

24.3 Temporary employees shall be paid in accordance with Article 13.

ARTICLE XXV - COST-OF-LIVING

25.1 In order that employees may have a constant standard of living in the face of fluctuating economic conditions, the Employer will adjust wages as follows:

- a. The cost-of-living allowance as of July 1, 1995 is five cents (\$.05) per hour. This and subsequent increases to the cost-of-living allowance shall be in addition to base wage rates. In the event the cost-of-living allowance is more than five cents (\$.05) per hour, any amount over the five cents (\$.05) per hour shall be added to and made a part of the base rate of each job classification so that the cost-of-living allowance at no time exceeds five cents (\$.05) per hour. It is agreed that only the cost-of-living allowance be subject to reduction. In no event will a decline in the Index provide the basis for a reduction in the base rate for each job classification, including additions to such base rates made in accordance with the foregoing.
- b. The cost-of-living allowance, which has been added to each employee's salary, will be adjusted up or down on January 1st of each year in line with the cost-of-living allowance provided for in Sections A, D and E of this Article, except that it shall not be less than two percent (2%) or exceed five per cent (5%) of the Employee's base wage per year.
- c. The amount of the cost-of-living allowance shall be determined using the CPI-U (1982-84 = 100), all items, published by the Bureau of Labor Statistics, United States Department of Labor and referred to herein as the Index.
- d. The cost-of-living allowance shall be adjusted the first pay period on or after January 1, 2009 (and at annual intervals thereafter) using the change in percentage terms of the Index from the preceding one (1) year (and at annual intervals thereafter).
- e. The cost-of-living allowance shall be the percentage change calculated in Section D above multiplied by the classification's hourly rate.
- f. The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, holiday payments and call-in pay.
- g. In the event the Bureau of Labor Statistics does not issue the Index on or before the beginning of any pay period referred to in Section D of this Article, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.
- h. Employees shall receive one (1) more quarterly cost-of-living increase calculated under the current method in June 2008. This shall be the final quarterly cost-of-living increased.

25.2 The next cost-of-living allowance shall be payable on January 1, 2017. This section shall also include employees covered under Letter of Understanding B. The cost-of-living allowance shall then be suspended from July 1, 2016 January 2, 2015 through June 30, 2017. The first cost-of-living allowance thereafter shall be payable on January 1, 2018.

ARTICLE XXVI – TUITION REIMBURSEMENT

- 26.1 The Employer agrees to tuition reimbursement under the following condition.
- a. Reimbursement shall apply only to the per credit hour cost of tuition and shall not cover fees, books, supplies, etc.
 - b. By the employer's discretion, after a discussion with the employee, the employer shall determine if the course is job related or otherwise qualifies for reimbursement. The Employer's determination shall not be grievable.
 - c. Employees shall receive reimbursement upon written documentation of receiving a "C" grade or better in completing the course.
 - d. Tuition reimbursement shall not exceed \$1,000 per year.
 - e. The employer, at their discretion, may grant temporary leaves or part-time leaves for educational purposes.

ARTICLE XXVII GENERAL

- 27.1 The Employer agrees to maintain a high standard of sanitary, lighting and general working conditions.
- 27.2 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 27.3 No clause in this Agreement is to be understood to imply a lowering of working conditions heretofore existing in this office.
- 27.4 In the event of an administrative change in the office of the Michigan State AFL-CIO the status of all employees shall be governed by this Agreement. Employees other than the Executive Secretaries shall be entitled to retain their same jobs, and there shall be no lowering of job classification.
- 27.5 Notice in writing of discharge, layoffs, transfers, intended hiring, classification changes, and leaves granted must be given the Union by the Employer.
- 27.6 Rates of pay for new job classifications shall be mutually agreed upon by the Union and the Employer.
- 27.7 In the event of proposed technological changes, such as the introduction of automatic office machinery, the Employer agrees to offer such employment to its present employees before hiring from the outside market. The Employer agrees to give each employee a reasonable time to qualify for such new employment.
- 27.8 The Employer agrees to provide one copy of this Agreement to each employee.
- 27.9 Interns and volunteers shall not perform bargaining unit work unless specifically agreed to between the Union and the Employer.

- 27.10 All employees operating their own motor vehicle in the course of their employment with the Employer shall be paid at the IRS rate per mile or reimbursed for fuel use with proper documentation at the Employer's discretion for travel that has been pre-approved. The mileage reimbursement rate may be increased by the Employer, but not decreased. The Union shall be notified of any change in writing.
- 27.11 All employees shall receive a monthly cell phone subsidy of fifty dollars (\$50). Calls outside of work of an incidental in nature (e.g., asking for a particular assignment to be completed during the next work day) shall not involve the payment of overtime.
- 27.12 Employees of the Michigan State AFL-CIO shall be strictly prohibited from completing work or duties for any affiliated or non-affiliated entity or individual without the express written approval of the Secretary-Treasurer.
- 27.13 During negotiations the parties discussed the desire to maximize the potential of our human resources to enable Michigan State AFL-CIO to provide the greatest amount of services in the most efficient manner. We believe this requires a spirit of cooperation and mutual dedication to the goals and interests of our organization.

In this regard, the parties have agreed to establish a joint committee that will permit the full development of the skills of our people and meaningful involvement in the decision-making process. Further, we believe that these decisions must be made by the parties working together in an atmosphere of trust and mutual respect where all parties share responsibility to problem solving.

The membership of the joint committee shall be the Michigan State AFL-CIO Secretary-Treasurer and all bargaining unit employees who wish to participate. At a minimum, the Steward shall attend the meeting. The joint committee shall meet on a regular basis on a schedule as determined by the members. The first meeting shall occur no later than thirty (30) days after ratification. Subsequent meetings shall occur at least quarterly. The Union and the Employer shall discuss the following topics regarding the classifications covered under Article I – Recognition. The list of topics is not all inclusive. Either party may raise issues not on the list that follows.

- a. Identify training and cross training needed.
- b. Identify backup coverage for responsibilities when employees are off.
- c. Identify and train employee(s) to cover the mail.
- d. Identify and train employee(s) to cover per capita.
- e. Identify and train employee(s) to cover bookkeeping.
- f. Identify and train non-bargaining unit employee(s) to cover program support duties (e.g., mail, copies, ordering supplies, etc.) for work performed as outlined under Section 19.2.
- g. Establish a main calendar for event planning/work flow coordination.

ARTICLE XXVIII- DURATION

28.1 This Agreement supersedes and incorporates all previous memoranda of agreement and supplements heretofore agreed to by both parties and shall remain in full force and effect from July 1, 2016 to June 30, 2017 and shall continue thereafter in full force and effect from year to year.

28.2 In the event either party wishes to change, amend, modify or terminate this Agreement, notice shall be given by either party to the other in writing sixty (60) days prior to the expiration of this Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

Ron Beiber, President	Jeffrey Fleming, Service Representative
Daryl Newman, Secretary-Treasurer	Patricia Farhat, Bargaining Team
	Stephanie Hills, Bargaining Team
	Meg Chandler, Bargaining Team

LETTER OF UNDERSTANDING - A

All employees employed as of April 1, 2008 shall retain their hourly and annual rates of pay and receive their cost of living adjustment as outlined under Article XXV – Cost-of-Living

LETTER OF UNDERSTANDING “B”

Employees shall receive a \$1,500 bonus on July 1st of each year if it is not a regular pay date. If it is a regular pay date, the bonus shall be paid on the next business day following July 1st.