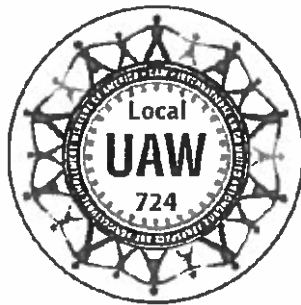


Collective Bargaining Agreement

by and between

Amalgamated Local 724 UAW



and

Local 459 OPEIU



July 1, 2016 – June 30, 2021

AGREEMENT

This AGREEMENT is made and entered into at Lansing, Michigan, on July 1, 2016 by and between Amalgamated Local 724, UAW hereinafter called the Employer, and the Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I RECOGNITION

Section 1. The Employer recognizes the Union as the sole collective bargaining agency for all clerical and office employees and shall negotiate in accordance with this contract with the accredited representatives thereof, chosen by the Union, for the purpose of negotiating wage, rates of pay, working conditions, hours, or any other conditions of employment, any and all grievances or complaints which may now exist or arise in the future.

ARTICLE II UNION SECURITY AND CHECK-OFF

Section 1. All new employees shall work on a probationary period of sixty (60) days worked and after this period will become seniority employees and must become members of OPEIU Local 459, if they are not already members: except temporary employees as provided for elsewhere in this agreement.

Section 2. It is a continuing condition of employment with the Employer that all employees covered by this contract shall be and remain good standing members of the Union.

Section 3. All employees, where applicable, will be required to use the OPEIU 459 label on all work done by them.

Section 4. On receipt of written authorization from the employee, the Employer will deduct from the employee's first pay earned each month the amount due the Union by the employee for union dues, assessments, and initiation fees. The Union will notify the Employer of the Secretary-Treasurer's name. The Employer will transmit to the Secretary-Treasurer of the Union the total deductions from the pay of all employees who have submitted authorization no later than the twentieth (20th) of each month. In cases of any error, proper adjustment will be made by the Union with the employee.

ARTICLE III PROBATIONARY EMPLOYEES, PART-TIME EMPLOYEES, AND TEMPORARY EMPLOYEES

Section 1. New employees shall remain probationary and shall not become regular employees until completion of sixty (60) except temporary employees as stated in Section 4. Upon

completion of sixty (60) days worked, employees shall enjoy seniority from date of hiring. Probationary employees shall have no seniority rights during this probationary period and their employment may be terminated at any time in the sole discretion of the Employer. Discharges during the probationary period shall not be subject to the grievance procedure.

Section 2. Part-time employees shall be employees who are hired on a permanent basis to work less than forty (40) hours per week.

Section 3. Any permanent part-time employee working less than forty (40) hours per week will be granted all benefits of the contract on a pro-rated basis. Such pro-ration shall be computed as a percentage of full-time hours. This percentage will be computed by dividing the number of part-time hours by forty (40). As an example, an employee working thirty-two (32) hours per week would receive benefits at an 80% rate and an employee working twenty-four (24) hours per week would receive benefits at a 60% rate.

Section 4. A temporary employee shall be one who is hired to replace a seniority employee while on vacation, sick leave, leave of absence, etc., and/or to work in a period of emergency. Such employees shall not be a probationary employee or receive any of the contractual benefits. The employee will, however, be covered by Worker's Compensation Insurance and will be paid in accordance with the wage schedule set forth by this Agreement.

ARTICLE IV **SENIORITY**

Section 1. Employees will acquire seniority after thirty (30) days worked in a ninety (90) day period from the date of hiring, at which time their seniority will date from the original date of hiring, except temporary employees who will not gain seniority.

Section 2. Seniority rights will be lost for the following reasons only:

- a. If the employee fails to report for work within three (3) days after being notified to report for work, by registered or certified mail, or telegram, unless a satisfactory explanation for failure to do so can be provided.
- b. Employee quits.
- c. Employee is discharged for just cause.
- d. If an employee is laid off for a continuous period equal to the seniority he/she has acquired at the time of such layoff.
- e. If the employee is absent for more than three (3) consecutive work days without proper notification to the Employer.

Section 3. Employees covered by this contract will be placed on one seniority list and seniority will be office wide wherever practicable. The Employer will provide the Union with a complete

seniority list, including classifications and salaries, and it must be kept up to date with changes at all times.

Section 4. Full time seniority employees shall not be required to accept temporary or part time work to retain their seniority.

ARTICLE V **DISCHARGE AND LAY-OFF**

Section 1. The Employer agrees not to discharge or discriminate against any employee for upholding the Union's principles or for serving on a committee of the Union.

Section 2. In the event of a decrease in volume of work to such an extent that a lay-off of any employee is made necessary, seniority shall be applied, and wherever practicable, said application shall be on an office wide basis. Rehiring shall be on the basis of seniority.

Section 3. Notice of lay-off or discharge will not be given while the employee is on vacation.

Section 4. An employee about to be laid off shall receive two (2) weeks notice or the equivalent in wages. Notice of layoff will be given in writing to the employee, and a copy will be given to the Union Service Representative.

ARTICLE VI **GRIEVANCES AND ARBITRATION**

Section 1. The Employer and the Union agree that the employee will have the right, regardless of the following provisions, to submit grievances in accordance with any existing State and Federal law.

Section 2. A grievance shall be deemed to exist whenever there appears to be a difference of opinion or unsettled misunderstanding between the Employer and the Union or one or more of the employees represented by the Union as to the application of any of the provisions of this agreement.

Section 3. The employees shall elect a Steward and/or office committee who will represent them in the handling of all grievances.

Section 4. All grievances will be subject to the following procedure:

- a. Any employee shall have the right to present an oral complaint directly to the supervisor, who shall be the Financial Secretary of Local 724. Collectively they shall make every effort to effect a settlement that is mutually satisfactory. Any settlement of a grievance thus presented will be reported to the employee's steward or office committee and Local 724 Executive Board in writing by the Financial Secretary of Local 724

- b. Failing to settle the grievance, the employee shall reduce the grievance to writing, making four (4) copies, and request the supervisor to state his/her answer in writing noting the date thereon. Such answer shall not be delayed more than twenty-four (24) hours.
- c. The employee shall have the right to be represented by his or her duly elected steward or office committee in handling all written grievances in the remaining stages.
- d. If the grievance is not answered satisfactorily by the supervisor, the employee shall then present copies to each of the following: his or her steward or office committee and to the President of Local 724, UAW. Such presentation to be made within twenty-four (24) hours after receiving the supervisor's answer
- e. The grievance committee of Local 724 and the employee's representatives shall meet within ten (10) days for the purpose of settling the grievance. If a satisfactory settlement is not reached within five (5) days of the first meeting then the employee and his or her representatives shall take the matter to the Executive Board of Local 724, UAW within ten (10) days.
- f. If a satisfactory settlement still is not reached, an impartial arbitrator shall be mutually agreed upon by a list requested by both parties from the Federal Mediation and Conciliation Service. Said joint written request to be made within five (5) days.
- g. The Employer and the Union will designate their separate choices of arbitrators by numerical order and the arbitrator receiving the lowest total will be the agreed upon arbitrator

In the event any selected arbitrator cannot hear the case within sixty (60) days or a Mutually agreed upon time, then the second choice on the list will be contacted, etc.

- h. No arbitrator will have the right to change, add to or subtract from, or modify any of the terms of any written agreement existing between the parties and will be authorized to rule only on the contract and the amendments thereto.
- i. The decision of the impartial arbitrator shall be final and binding on both parties.
- j. The fee of the arbitrator will be borne equally by the Employer and the Union.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. The full time work week shall consist of forty (40) hours and the full time work day shall consist of eight (8) hours. The part-time work week shall be less than forty (40) hours and the part-time work day may consist of less than eight (8) hours. The normal work week shall start on Monday and end on Friday and the normal work day shall start at 8:00 a.m. and end at

5:00 p.m. Any changes in the work schedule are to be negotiated between the Employer and the Union before taking effect.

Section 2. Time and one-half will be paid for all hours worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one week, and for all work performed on Saturday.

Section 3. Double time will be paid for all work performed on Sunday, and triple time for all work performed on holidays as stipulated in this agreement.

Section 4. No less than four (4) hours shall be paid for Saturday, Sunday or holiday work at the overtime rate.

Section 5. Two hours off with pay shall be granted to vote on state and national election days and the employee, upon request by the Employer, shall present proof of voting.

Section 6. Whenever overtime work is available it shall be offered to employees in the following manner:

- a. Full time seniority employees and shall be distributed, whenever practical, in a which will give each employee an equal share of overtime;
- b. Part-time seniority employees and shall be distributed, whenever practical, in a manner which will give each employee an equal share of overtime.
- c. In case of a temporary employee replacing a full time employee in accordance with Article III, Section 4, said employee will be permitted to work on an overtime basis when the need arises, during such temporary replacement.

Section 7. Employees will have an one (1) hour unpaid lunch no later than four (4) hours after their starting time, unless mutually agreed to by the employee and Employer to have a different lunch period.

ARTICLE VIII **HOLIDAYS**

Section 1. Employees shall be paid as hereinafter provided for: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday immediately following Thanksgiving Day, December 24, Christmas Day, and December 31. The above holidays will not be pro-rated as provided for in Article III, Section 3.

The following eligibility rules must be complied with unless otherwise provided:

1. The employee has seniority as of the date of the holiday, and
2. The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday, and
3. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week. Saturdays shall not be considered as scheduled work days for the purpose of this paragraph

- a. Employees with the necessary seniority who have been laid off in a reduction of force, or who have gone on sick leave during the week prior to or during the week in which the holiday falls shall receive pay for such holiday.
- b. When one of the above holidays falls within an eligible employee's approved vacation period, and he/she is absent from work during his/her regularly scheduled work week because of such vacation, he/she shall be paid for such holiday. When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, he/she shall be eligible for pay for that holiday.
- c. When any of the holidays enumerated in Section 1 fall on Sunday and the day following is observed as the holiday by the State or Federal government, they shall be paid holidays.
- d. Holidays falling on Sunday and not observed as such on Monday shall be paid holidays at straight time if not worked.
- e. Employees may request, in writing, the day before or after a holiday off, without pay. The employee will be permitted such day or days providing the work schedule permits such time off, as agreed to by management. In such cases the employee will receive pay for holidays as enumerated in Section 1.

Section 2. Holidays listed above falling on Saturday shall be observed on the previous Friday and shall be paid holidays.

Section 3. There shall be no rescheduling of the normal work week to avoid payment of holiday pay.

Section 4. The Local Executive Board will schedule holiday closure in order to serve the needs of the membership. Any holidays referenced to in Article VIII, Section 1 may need appropriate scheduling to meet the needs of the membership.

ARTICLE IX

VACATIONS

Section 1. Employees on the active payroll shall be granted one (1) week's vacation with pay after six (6) months seniority but less than two (2) years seniority; two (2) weeks vacation with pay with two (2) years seniority but less than seven (7) years seniority; three (3) weeks vacation with pay with seven (7) years seniority but less than fifteen (15) years seniority; four (4) weeks vacation with pay with fifteen (15) years of seniority but less than twenty (25) years seniority; five (5) weeks vacation with pay with twenty five (25) years seniority or more.

Section 2. For employee's records, the vacation year for Local 724's employees will start on January 1 and end on December 31 of each year. There shall be no carry over of vacation time from one year to the next.

- a. An eligible employee shall be entitled to a percentage of the full vacation pay allowance and paid absence allowance credit base on the number of weeks the employee works in his/her eligible year, in accordance with the following:

<u>Weeks Worked</u>	<u>Percentage of full vacation pay allowance and full paid absence allowance</u>
26	100%
25	98
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

Section 3. It is recognized that the purpose of vacations is for rest and relaxation. The desirous times for vacation fall between the months of June and September, and therefore, the employees will schedule vacations for this period, unless otherwise requested by the employee. Seniority employees will be given preference on vacation time.

Section 4. If a holiday occurs during the vacation period of any employee, the holiday will not count as a day of vacation. The employee will be paid holiday pay as provided in Article VIII, Section 1, 3 c.

Section 5. An employee who quits, is laid off, or retires, shall receive accrued vacation pay in accordance with the above table.

Section 6. In case of an employee's death, payment of accrued vacation pay shall be made to his/her beneficiary within thirty (30) days of certification of death.

Section 7. Any unused vacation shall be paid annually not to exceed six (6) days. Such payouts will be done at the first pay period of the subsequent year and reimbursed at his/her regular rate of pay.

Section 8. Employees shall not be allowed to use vacation time during the first thirty (30) calendar days of employment.

ARTICLE X

LEAVE OF ABSENCE

Section 1. Personal Leave. Employees shall be granted twelve (12) work days personal leave from their job per year without loss of pay. Personal leave shall be earned at the rate of one day per calendar month for the maximum of twelve (12) days per year. In the event of unforeseen documented medical circumstances, employees may use personal leave not yet accrued, up to a maximum of their remaining yearly accrual. In the event that an employee severs their employment, any borrowed non-accrued personal leave shall be deducted from their final paycheck. Personal leave not used can be accumulated in the amount of five (5) days a year, to a maximum of ten (10) days carry over. Any unused personal leave will be paid to an employee upon severance of his/her employment, provide the employee gives at least two (2) weeks advance notice, if possible. An employee with less than one (1) year of seniority will be granted six (6) days paid personal leave on a pro-rated basis.

Section 2. An employee with six (6) months seniority will be granted a written maternity or illness leave up to one (1) year and will be returned to his/her job with accumulated seniority at the prevailing rate of pay.

Section 3. Bereavement Leave. Bereavement Leave of absence with pay for at least up to one (1) week shall be granted an employee in the event of a death in the immediate family. Immediate family shall be considered as spouse, parents, children, sister, brother, parents of the current spouse, grandchildren and grandparents of the employee. These days will not be pro-rated for part time employees, but will only apply for days and hours regularly scheduled. There shall be no rescheduling of the normal work week to avoid payment of bereavement pay.

Section 4. Upon written application by the employee, a written leave of absence for a specific purpose and a specified period of time maybe granted to an employee, at the discretion of management. However, management agrees to grant a leave of absence whenever possible. No leave of absence shall be granted for the purpose of working elsewhere or for self-employment. If the leave of absence is for over ninety (90) days, seniority shall not accumulate beyond the first ninety (90) day period.

Section 5. Leave of absence with accumulated seniority shall be granted in the event an employee is elected as a representative of the Local Union, to act as a delegate to an accredited Union convention, or in such other capacity or activity as may be designated by OPEIU Local 459.

Section 6. Jury duty leave shall be granted for jury duty and the respective employer shall pay the difference between the employee's regular pay and the pay received for jury duty. Seniority will accumulate during jury duty leave.

ARTICLE XI **RETIREMENT**

Any employee covered by this Agreement shall be covered by a SEP pension plan. The Pension Plan shall begin for employees once they have seniority. The employer shall deposit an amount equal to three percent (3%) of the employee's salary. Deposits will be made on a quarterly basis for current employees beginning October 1, 2007 and continue quarterly thereafter.

ARTICLE XII **HEALTH AND WELFARE**

Section 1. The employer, at the option of the employee, will maintain the full family or single coverage cost of the health care insurance plan currently in effect, or its equivalent, and dental and vision riders. However, such insurance coverage shall not apply if equal coverage is available through the spouse. Employees who elect this benefit will contribute 10% of the premium cost of the current plan effect.

Part time employees who work at least thirty (30) hours per week shall be eligible for Single coverage as stated above. If a part time employee elects 2 person or family coverage, they shall pay the full cost difference between single coverage and the upgraded coverage.

In the event the employer changes the current coverage, they shall first notify the Union and allow bargaining to take place, if the Union so desires.

The employer will pay three (3) months of payments on health care insurance after lay-off. Thereafter, health care insurance may be continued by the laid off employee in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

- a. To continue such insurance, the employee must pay to the Local 724 office the complete monthly cost thereof at least five (5) days before the same shall become due, provided the employee does not accept employment elsewhere or becomes self-employed.
- b. When an employee is away from work because of sickness and is drawing the benefits provided in Section 2 below, the employer shall pay the premium for health care insurance provided by the employer. If the employee continues to be unable to work after twelve (12) months, he/she may choose to continue his/her coverage under the terms of COBRA.
- c. When an employee is away from work because of compensable disease or injury and is drawing the benefits provided in Section 4 below the employer will pay the premium on the health care insurance provide by the employer for twelve (12) months. If the employee continues to be unable to work after twelve (12) months, he/she may choose to continue his/her coverage under the terms of COBRA.

- d. When an employee quits or retires the effective date of separation will be extended to cover all accrued vacation leave, personal leave and other paid absence leave due said employee.

Section 2. The employer will pay sick and accident insurance premiums for all employees covered by this Agreement. The plan will be administered by the American Income Life Insurance Company. The plan will guarantee the following benefits: \$19,000 term life and AD&D insurance, and weekly indemnity benefits for up to twenty-four (24) weeks in the amount of \$200.00 per week. Also included in the plan are the following:

- (a) \$100 emergency room benefit;
- (b) \$200 per day in hospital benefit (maximum of 365 days);
- (c) \$400 per day intensive care unit benefit (maximum of 14 days);
- (d) \$20,000 additional accidental death benefit;
- (e) \$40,000 additional automobile death benefit;
- (f) \$100,000 common carrier death benefit.

There are other benefits under this plan which the employee(s) may avail themselves at their option and expense.

Section 3. The employer agrees to establish and maintain Michigan Employment Security Agency coverage for all employees under this contract.

Section 4. The employer agrees to maintain Worker's Compensation Insurance on all employees covered by this contract.

ARTICLE XIII **WORKING CONDITIONS**

Section 1. When there is an opening for promotion, preference shall be given on the basis of office-wide seniority in line with ability to perform the work available. All employees shall have the right to apply for the job and such openings must be posted. On question of ability, determination shall be made through joint decision of both the Union and the Employer. The trial period shall not exceed thirty (30) working days. Employees trying out for such promotion shall be permitted to go back to their former position if they fail to qualify.

Section 2. In questions of hiring and promotions, only the employee's ability and seniority shall be considered. There shall be no discrimination under any circumstances because of race, creed, sex, political beliefs, Union activity, marital status, age, or national origin.

Section 3. The employer will grant fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon for relief periods.

Section 4. The employer will maintain a high standard of sanitary, lighting, and general working conditions.

ARTICLE XVII
DURATION AND REOPENING

Section 1. This agreement shall remain in full force and effect for five (5) years from July 1, 2016. In the event either party wishes to change or amend the agreement, notice shall be given by either party to the other in writing sixty (60) days prior to the anniversary date of this agreement, and this agreement shall remain in effect until a new agreement is reached.

Date Signed: 11-1-2016

AMALGAMATED LOCAL 724, UAW

Sean G. Gial

LOCAL 459, OPEIU AFL-CIO

Lance A. Rhiner

LETTER OF UNDERSTANDING

This letter of understanding between Amalgamated Local 724, UAW and OPEIU Local 459, AFL-CIO incorporates the following from June 2016 contact negotiations:

The Employer agrees to the following as it pertains to the May 2, 2016 disciplinary action taken in regards to work performance by Stacey Fortino:

Upon ratification of the collective bargaining agreement and Appendix A and B, the employer will agree to allow the May 2, 2016 disciplinary action to expire in six (6) months. However if any related work performance issues occur as outlined in the May 2, 2016 disciplinary action, then any subsequent disciplinary action will commence at the Verbal reprimand (documented in writing) stage of the progressive disciplinary procedure as outlined in Appendix A. Notwithstanding, this letter of understanding and any potential ramifications will still be subject the grievance procedure as outlined in Article VI of the collective bargaining agreement and also allowable with the dictates of Appendix A.

This Letter of Understanding solely pertains to the infractions outlined in the May 2, 2016 disciplinary action. Any other occurrences will be weighed solely on their merits and will be handling based on the severity of the infraction.

LETTER OF UNDERSTANDING

This letter of understanding between Amalgamated Local 724, UAW and OPEIU Local 459, AFL-CIO incorporates the following from June 2016 contact negotiations:

Amalgamated Local 724, UAW will work in conjunction with OPEIU Local 459 to maintain a viable work schedule for represented members under the collective bargaining agreement.

However due to policies and procedures undertaken by the UAW International Union, UAW Region 1-D, Amalgamated Local 724, UAW and its member units, Amalgamated Local 724, UAW will need to manage the Amalgamated Local 724, UAW business on conditions presented on a case by case basis.

Therefore Amalgamated Local 724, UAW is committed to maintain the current hourly and weekly schedule now in effect as it pertains to the administrative assistance/secretarial position provided it corresponds to the workload required to undertake any and all duties required by the UAW International Union, UAW Region 1-D, Amalgamated Local 724, UAW and its member units as much as possible.

Any deviation of said hours and commitment thereof as stated above will be addressed with a discussion between Amalgamated Local 724, UAW and OPEIU Local 459 in a timely fashion as outlined in Article VII, Section 1 of the current collective bargaining agreement. No deviation of said hours will occur until the aforementioned discussion happens between the parties.

APPENDIX A DISCIPLINE POLICY/PROCEDURE

- Employees shall not be disciplined or discharged without just and sufficient cause, upon successful completion of the probationary period contained within this collective bargaining agreement
- Any disciplinary actions will be dependent upon the nature and seriousness of the offense or infraction; taking into consideration any prior disciplinary record of the employee, if applicable. Disciplinary action will be progressive in nature.
- The regular disciplinary action chain shall be as follows:
 1. Verbal reprimand (documented in writing);
 2. Written reprimand;
 3. Suspension(s);
 4. Discharge.Steps 1-3 may be skipped in major offenses such as but not limited to theft, substance abuse, or violence on the job.
- The Union will be provided with a copy of any disciplinary action.
- In imposing any discipline, the Employer shall not take into account any discipline which was imposed more than one (1) year prior.
- Any discipline in the employee's file shall be removed one (1) year after the employee received the discipline upon written request by the employee. The Employer may keep a copy of removed discipline in an administrative file.
- Any and all discipline regardless of the severity is still subject to Article VI Grievances and Arbitration per the collective bargaining agreement.

APPENDIX B EMPLOYEE PERFORMANCE EVALUATION

- Each full time permanent employee's performance will be reviewed periodically in writing. Said performance review will occur during the months of January and July. Established performance standards will be reviewed
- The purpose of any evaluation is to insure communication and understanding between the employee and the employer of job related functional responsibilities the employee has and is performing in a satisfactory manner in order to meet the demands and needs of the employer and the membership. At this juncture any job-related areas requiring improvement will be discussed.
- This evaluation will be conducted by the employees immediate supervisor, but can include appropriate members of the UAW Local 724 Executive Board as deemed proper
- The employee's immediate supervisor and the employee will each sign off on any statement that is prepared during the course of the evaluation. This statement is to be placed in the employee personnel file.
- A bargaining unit member may not grieve the evaluation, except where it results in discipline and/or discharge. However, if the employee takes exception to any statements by the supervisor in the final written evaluation he/she may submit further written comments, within five working days, which will be placed together with the written evaluation into the individual's personnel file.

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