

**AGREEMENT**

**between**

**CAPITAL AREA UNITED WAY**

**and**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 459, AFL-CIO**

**July 1, 2014 - June 30, 2017**

## TABLE OF CONTENTS

### WORKING AGREEMENT – Page 6

#### ARTICLE 1 - RECOGNITION – Page 6

- Section 1 ----- Represented, Excluded Employees
- Section 2 ----- Probation for New Employees
- Section 3 ----- Closed Shop
- Section 4 ----- Use of Printing Trades Symbol
- Section 5 ----- Notice of New Employee Status
- Section 6 ----- Meetings for Union Business

#### ARTICLE 2 - PART-TIME AND TEMPORARY EMPLOYEES – Page 7

- Section 1 ----- Part-Time Employees
- Section 2 ----- Temporary Employees
- Section 3 ----- Salary Limitation

#### ARTICLE 3 - CHECK-OFF – Page 7

- Section 1 ----- Union Dues - Deductions
- Section 2 ----- Deduction Dates
- Section 3 ----- Remittance Dates
- Section 4 ----- Indemnification of Employer

#### ARTICLE 4 - HOURS OF WORK/COMPENSATORY TIME OFF/OVERTIME/HOLIDAYS – Page 7

- Section 1 ----- Hours/week by Time of Year
- Section 2A ---- Overtime for Administrative Staff
- Section 2B ---- Comp-Time for Department & Senior Department Associates
- Section 3 ----- Weekend Pay
- Section 4 ----- Overtime Distribution
- Section 5 ----- Prior Approval for Overtime
- Section 6 ----- Rest Periods
- Section 7 ----- Holidays
- Section 8 ----- Holidays Falling on Weekends

#### ARTICLE 5 - SENIORITY – Page 9

- Section 1 ----- Provisions for Professionals/Administrative Staff
- Section 2 ----- Loss of Seniority - Conditions
- Section 3 ----- Employee Change of Address
- Section 4 ----- Seniority List/Frequency

#### ARTICLE 6 - GRIEVANCE PROCEDURE – Page 9

- Section 1 ----- Statement of Purpose
- Section 2 ----- Definition
- Section 3 ----- Office Steward Provision
- Section 4 ----- Management Designee

- Section 5 ----- Steps in Procedure
- Section 6 ----- Selection of Arbitrator
- Section 7 ----- Movement of Steps
- Section 8 ----- Presence of Grievant
- Section 9 ----- Provision of Information
- Section 10 ---- Discharge Grievance
- Section 11 ---- Reinstatement
- Section 12 ---- Pay Upon Discharge

**ARTICLE 7 - DISCIPLINE AND TERMINATION – Page 11**

- Section 1 ----- Reason for Discharge
- Section 2 ----- Progressive
- Section 3 ----- Chain of Events
- Section 4 ----- Copies
- Section 5 ----- Prior Disciplines
- Section 6 ----- Clearing of Record

**ARTICLE 8 - LAYOFF – Page 12**

- Section 1 ----- Seniority & New Classifications
- Section 2 ----- Notice - Part-Time & Administrative Staff
- Section 3 ----- Notice - Professional Employees
- Section 4 ----- MESA
- Section 5 ----- Recall
- Section 6 ----- Benefits

**ARTICLE 9 - VACATIONS – Page 12**

- Section 1 ----- Paid Vacation
- Section 2 ----- Vacation Accumulation & Carryover
- Section 3 ----- Vacation Pay/Discharge or Layoff
- Section 4 ----- Notice of Discharge/Layoff During Vacation
- Section 5 ----- Arrangement of Vacation Schedule
- Section 6 ----- Crediting of Vacation
- Section 7 ----- Extended Vacations

**ARTICLE 10 - LEAVES OF ABSENCE – Page 13**

- Section 1 ----- Sick Leave
- Section 2 ----- Accumulating Seniority/Sick Leave
- Section 3 ----- Maternity Leave
- Section 4 ----- Personal Leave - Annual
- Section 5A ---- Union Leave
- Section 5B ---- Union Leave/AFL-CIO Convention
- Section 6 ----- Personal Leave without Pay
- Section 7 ----- Bereavement Leave
- Section 8 ----- Leave Extension
- Section 9 ----- Return from Leave
- Section 10 ---- Jury Duty

- Section 11 ----Military Leave
- Section 12 ----New Hire While On Leave
- Section 13 ----Education Leave
- Section 14 ----Other Employment While On Leave
- Section 15 ----Administrative Leave
- Section 16 ----Notice to Union

**ARTICLE 11 - INSURANCE AND RETIREMENT – Page 16**

- Section 1 -----Health & Medical Insurance
- Section 2 -----Group Life Insurance
- Section 3 -----Vision Insurance
- Section 4 -----Retirement into Individual 403(b) Accounts
- Section 5 -----Short Term Disability
- Section 6 -----Long Term Disability
- Section 7 -----Dental Insurance
- Section 8 -----Health Insurance for Retirees - Deleted
- Section 9 -----Workers Compensation Reimbursement

**ARTICLE 12 - PROMOTIONS – Page 19**

- Section 1 -----Internal Transfers
- Section 2A ---- Trial Periods: Administrative
- Section 2B ---- Trial Periods: Professional
- Section 3 -----Return to Previous Job
- Section 4 -----Salary and New Job
- Section 5 -----Job Vacancies
- Section 6 -----Seniority and Jobs Outside the Bargaining Unit

**ARTICLE 13 - EXPENSES/TRANSPORTATION/PARKING – Page 19**

- Section 1 -----On the Job Expense
- Section 2 -----Mileage Rate Reimbursement
- Section 3 -----Conferences / Seminars

**ARTICLE 14 -MANAGEMENT RIGHTS AND CONTINUITY OF OPERATIONS – Page 20**

- Section 1 -----General
- Section 2 -----Rules and Regulations
- Section 3 -----Interference with Operations
- Section 4 -----Discharge for Interference
- Section 5 -----Lockout

**ARTICLE 15 - GENERAL – Page 20**

- Section 1 -----Non-Discrimination
- Section 2 -----Administration of Contract
- Section 3 -----Agreements Outside Contract
- Section 4 -----Letter of Reference
- Section 5 -----Supervision of Department & Senior Department Associates
- Section 6 -----Jobs Performed Outside Unit

- Section 7 ----- Size of Work-Force
- Section 8 ----- Contract vs. Law
- Section 9 ----- Introduction of Equipment/New jobs
- Section 10 ---- Union Notification re: Section 9
- Section 11 ---- Qualifications/Training re: Section 9
- Section 12 ---- Notification of Vacancies
- Section 13 ---- Tuition Reimbursement
- Section 14 ---- Use of OPEIU Symbol
- Section 15 ---- Bulletin Board
- Section 16 ---- Leave Time Reports
- Section 17 ---- Beneficiary of Earned Pay

**ARTICLE 16 - SALARIES/EVALUATIONS AND LONGEVITY – Page 22**

- Section 1 ----- Department Associates
- Section 2 ----- Senior Department Associates
- Section 3 ----- Administrative Staff
- Section 4 ----- Employee Performance Review
- Section 5 ----- Bonus Pay
- Section 6 ----- Longevity
- Section 7 ----- Wage Increases

**ARTICLE 17 - Deleted – Page 24**

**ARTICLE 18 - SECTION 125 PLAN – Page 24**

**ARTICLE 19 - DURATION AND AMENDMENT – Page 24**

**APPENDICES – Page 25**

- Appendix A -- Job Descriptions
- Appendix B--- Short Term Disability Income Protection
- Appendix C--- Employee Performance Evaluation

## WORKING AGREEMENT

This agreement is entered into this 11th day of November 2014, between the Capital Area United Way, hereinafter referred as the "Employer" or "United Way" or "CAUW" or "Capital Area United Way," and Office and Professional Employees International Union, Local 459, its successors or assigns of the American Federation of Labor and the Congress of Industrial Organizations, hereinafter referred to as the "Union," "OPEIU," the "Unit", or the "Bargaining Unit."

No provisions, terms or obligation of this agreement shall be affected, modified, or changed in any respect by any change in the legal status, management, or location of the Employer.

Effective on March 28, 2013, as a result of Michigan Public Act 348, the provisions of Article 1, Section 3 requiring membership in good standing as a condition of employment shall not be applicable. The Union and Employer further agree that if Michigan Public Act 348 shall be nullified the provisions of Article 1, Section 3 shall become a binding provision in this Agreement immediately on the effective date of nullification.

### ARTICLE 1 - RECOGNITION

#### SECTION 1

The Employer recognizes the Union as the exclusive bargaining agent on matters of wages, hours of work, and conditions of employment for the following employees as provided for in the certification numbers R71-1378 and R71-J-396 by the Bureau of Employment Relations, Department of Consumer & Industry Services: all Department Associates, Senior Department Associates, all full-time and regular part-time Administrative Staff, typist-central services and general posting clerks, excluding supervisors, labor staff representatives, confidential employees, executive employees, bookkeeper, guards and all other employees.

#### SECTION 2

All new professional and Administrative employees shall be probationary employees for the first 90 calendar days of their employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during this period. Nor shall such employees be covered by any of the terms or provisions of this agreement with the exception of the agreed salaries, benefits and the working rules. After the period of probation is completed, the names of the probationary employees shall be placed on their respective seniority list and they shall be required to become members of the Union.

#### SECTION 3

All employees who are members of the Union on the date of this agreement as executed and all employees who thereafter join the Union shall, as a condition of their employment, maintain their membership in the Union. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement, shall be required, as a condition of employment, to become members of the Union for the duration of this Agreement upon completion of their probationary period.

#### SECTION 4

The Employer agrees to use the designated symbol of the Allied Trades Printing Union Label - AFL-CIO or the OPEIU label, on its general campaign material.

#### SECTION 5

The Employer will notify the Union of the status of all bargaining unit employees of CAUW at the time of hire. This list shall include: seniority, salary levels, and benefits for all bargaining unit employees, probationary period information and other information as it relates to the bargaining unit on a request basis.

**SECTION 6**

Meetings for the purpose of conducting union business is to be held on non-work time which many include taking vacation, floating holiday or personal time.

**ARTICLE 2 - PART-TIME AND TEMPORARY EMPLOYEES**

**SECTION 1**

Part-time seniority employees shall be employees who are hired on a permanent basis to work less than the hours as agreed on in Article IV, Section 1, and shall be granted benefits hereunder on a pro-rated basis.

**SECTION 2**

A temporary employee shall be one who is hired on a temporary basis not to exceed three (3) months unless such time is extended by mutual agreement between the Employer and the Union. Temporary employees shall not be hired or retained if they deprive regular part-time or seniority employees of their regular straight time earnings. A temporary employee shall not work more hours than seniority employees in any one-week unless seniority employees refuse overtime offered.

**SECTION 3**

Temporary and/or part-time employees shall not be paid at an hourly salary higher than bargaining unit employees within the same position or comparable job classification.

**ARTICLE 3 - CHECK-OFF**

**SECTION 1**

Check-Off - The Employer agrees that it will deduct Union membership dues and initiation fees from the pay of any employee member who shall furnish to the Employer written authorization for such deductions. United Way and Union dues deductions will be included on employees' W2 forms.

**SECTION 2**

Deduction Dates - All deductions shall be made from the first pay of the month. In the event that an employee is absent from work for that week without pay, the deduction shall be made from the first pay of the following month, together with the deduction for that month.

**SECTION 3**

Remittance Dates - All sums so deducted shall be remitted to the Secretary-Treasurer of OPEIU Local 459, AFL-CIO, within fifteen (15) days after such deductions are made. In the case of an error in check-off, proper adjustment will be made by the Union with Employer or employee.

**SECTION 4**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the warranty and representation by Union herein and such authorization.

**ARTICLE 4 - HOURS OF WORK  
COMPENSATORY TIME OFF - OVERTIME - HOLIDAYS**

**SECTION 1**

March 1 through August 31 - the normal full-time workweek shall consist of 35 hours. The normal full-time workday will be seven (7) hours during this period, from 8:30 a.m. to 4:30 p.m. Part-time employees' regular schedules shall be less than the above.

September 1 through February 28 (or 29) - the normal full-time workweek shall consist of 37 1/2 hours. The normal full-time workday will be seven and one half (7 1/2) hours during this period, from 8:30 a.m. to 5:00 p.m. Part-time employees' regular schedules shall be less than the above.

An unpaid lunch period of one hour shall be given each day.

These times may be changed by mutual agreement between the employee and the Employer, and may include Saturday to complete the normal hours in the normal workweek.

**SECTION 2A**

Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in any one week by Administrative staff. Straight time shall be paid for the hours worked over thirty-five (35) and/or thirty-seven and one-half (37 1/2) to forty (40).

**SECTION 2B**

Compensatory time off at the rate of one (1) hour for (1) hour shall be granted to Department and Senior Department Associates, who are exempt employees, for additional hours exceeding the regular workweek, thirty-five (35) or thirty-seven and one-half (37 1/2) hours, whichever is applicable. Any additional hours worked in excess of six (6) hours above a regular scheduled work week needs prior approval. Compensatory time earned shall be used by the end of the following quarter.

**SECTION 3**

Administrative Staff will be paid double time for Saturday hours that result in exceeding 40 hours in the workweek and for all hours worked on Sunday.

**SECTION 4**

All overtime work shall be distributed among all Administrative Staff equally wherever practical.

**SECTION 5**

All overtime shall require prior supervisor approval.

**SECTION 6**

Each Administrative and professional employee shall receive a fifteen (15) minutes rest period in the morning and a fifteen (15) minute rest period in the afternoon, which shall be considered time worked.

**SECTION 7**

Paid holidays at straight time will be the following: New Year's Day; Memorial Day; Martin Luther King, Jr. Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day (or days normally designated as these days). Employees will not be required to work on these holidays. In addition to the above listed holidays, seniority employees shall be granted three (3) floating holidays each year, such day to be mutually agreed upon by the Employer and the employee. Floating holidays will be utilized by the end of the calendar year in which they are earned.

The employer may require bargaining unit employees to work between Christmas Day and New Year's Day provided that no bargaining unit employee shall work more than one day during this period. Volunteers shall be sought from the bargaining unit. If there are insufficient volunteers, the management of CAUW may assign employees by rotation, starting with the least senior.

**SECTION 8**

If the holidays listed above fall on a Saturday or Sunday, either the preceding Friday or the following Monday shall be observed as the holiday.



## ARTICLE 5 - SENIORITY

### SECTION 1

All new professional and Administrative staff shall acquire seniority after ninety (90) calendar days from the date of hiring at which time their seniority shall be retroactive to the date of hire.

### SECTION 2

Seniority rights shall be lost for the following reasons:

- A. The employee quits or retires;
- B. If the employee fails to report to work within five (5) working days after being notified by the Employer by registered mail or by certified mail of a recall for work;
- C. If the employee has been laid off, or for any other reason, shall not have worked for the Employer for a continuous period equal to his or her seniority or a period of two (2) years, whichever is less, except as provided in Article IX, Section 5, or Article X, Section 6;
- D. If employee is discharged for just cause.

### SECTION 3

An employee shall notify the Employer of any change of address within five (5) days after such change has been made effective. The Employer shall be entitled to rely upon the address shown on its records for all purposes including notices herein.

### SECTION 4

All employees covered by this Agreement shall be placed on their respective seniority list and seniority shall be office-wide by Administrative staff and office-wide by Department Associates and Senior Department Associates. The Employer shall provide the Union with complete seniority lists, including positions and salaries, twice a year.

## ARTICLE 6 - GRIEVANCE PROCEDURE

### SECTION 1

Statement of Purpose - The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

### SECTION 2

Definition - "Grievance" shall mean a complaint by an employee or a group of employees based upon an event, condition or circumstance under which an employee works, allegedly caused by a violation, misinterpretation or discriminatory application of any provision of this agreement. A grievance can also relate to issues of policies, past practice, and local state and federal laws. Any grievance filed shall refer to the specific contract provision or provisions alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation. It is the intent of this section that the employee or employees filing a grievance would apprise the employer of the facts of the grievance.

### SECTION 3

The employees shall elect an office steward and alternate steward who shall represent them in the handling of all grievances. The steward and/or alternate steward will investigate grievances, investigate problems which may result in grievances, and process grievances under the grievance procedure.

#### SECTION 4

The Employer shall designate an official who shall meet with the Union for the purpose of settling grievances. To facilitate an interruption-free environment, a meeting room will be provided for the first and second steps of the grievance procedure.

#### SECTION 5

All grievances shall be subject to the following grievance procedure:

1. All disputes or grievances will be taken up orally with the appropriate supervisor or the designated supervisor, with or without the steward present at the request of the employee, within five (5) working days of the employee becoming aware of the dispute or alleged violation of this Agreement. The supervisor will provide an answer in writing within five (5) working days of the oral grievance presentation. If a satisfactory settlement is not reached, the employee shall put the grievance in writing. (Group grievances will be signed by all affected members of the group or their steward.)
2. Within ten (10) working days of the written answer by the supervisor in step 1, the steward shall meet with the President or designee to present and discuss the written grievance.
3. The President or designated official shall render a written decision within five (5) working days.
4. If satisfactory settlement is not reached after Step 3, the grievance may be submitted to arbitration, within thirty (30) calendar days, by written notice given by the Union, to the employer and filed with the Federal Mediation and Conciliation Service.

#### SECTION 6

**Selection of Arbitrator** - If a timely request for arbitration is filed, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by each party alternately striking a name from the list. The remaining person shall serve as the arbitrator.

Both parties agree the hearings are to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the Employer and the Union. The arbitrator shall in no way change, amend or modify any provision of this Agreement.

#### SECTION 7

A grievance must follow Steps 1 through 4 – 3. If the employer or the bargaining unit does not answer within the timeline provided by the first 3 steps, the grievance shall move to the next level. Step 4 requires the union to affirmatively move the grievance forward to arbitration.

Time limits in all steps of the grievance procedure may be extended by mutual agreement.

Exceptions to following the steps of the grievance procedure may be made only by mutual agreement between the Union and the Employer.

No grievance, verbal or written, withdrawn or dropped by the Union or granted by the Employer prior to Step 3 of Section 3, will have any precedent value. The Union shall be informed of all settlements where the grievance procedure has been specifically involved.

**SECTION 8**

The aggrieved may be present at any or all stages of the grievance procedure.

**SECTION 9**

Information regarding the specific grievance or a potential grievance relating to this agreement will be provided to the steward upon request within ten (10) working days.

**SECTION 10**

A grievance protesting the discharge of a seniority employee shall begin at Step 2. The meeting with the President or his/her designated official shall be held within two (2) working days.

**SECTION 11**

In the event a discharged employee is reinstated he/she shall be reinstated in accordance with the agreement reached in Section 8 above or in accordance with the decision of the arbitrator.

**SECTION 12**

If the employee remains discharged, he/she shall receive accrued vacation pay except in the case of misappropriation of funds.

**ARTICLE 7 - DISCIPLINE AND TERMINATION**

**SECTION 1**

Employees shall not be disciplined or discharged without just and sufficient cause, subsequent to the probationary period.

**SECTION 2**

Discipline 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 will be progressive in nature.

**SECTION 3**

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.

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

Any discipline in the employee's file shall be removed two (2) years 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.

## ARTICLE 8 - LAYOFF

### SECTION 1

In the event a layoff is necessary, the principle of seniority shall be applied and said application shall be office-wide by Administrative staff and office-wide by Department and Senior Department Associates.

If because of a layoff, an employee is required to perform in a job classification in which they had no experience, said employee shall have a 90 calendar day trial performance period in the required job classification. The employee will receive feedback on performance during the trial period, and at least midway through the trial period.

Failure to satisfactorily perform the duties of his/her new classification filled as a result of a layoff will result in the layoff of said employee, with the most senior employee previously laid off being recalled to work.

Rehiring shall be in the reverse order of layoff.

### SECTION 2

Any part-time or seniority Administrative employee about to be laid off shall receive two (2) weeks' notice or the equivalent in wages. Notice of layoff shall be given in writing to the employee and a copy shall be given to the steward. In cases of emergency, the length of time shall be reduced to one week.

### SECTION 3

A professional employee about to be laid off or terminated shall receive one (1) month's notice or the equivalent in salary. Notice of layoff or termination shall be given in writing to the employee, and a copy shall be given to the steward.

### SECTION 4

The Employer agrees to provide coverage under the Michigan Employment Security Agency (M.E.S.A.) for all employees under this agreement.

### SECTION 5

An employee laid off will have recall rights for a period of time equal to his or her seniority or for a period of two (2) years, whichever is less.

### SECTION 6

In the event an employee is laid off, all benefits will be discontinued at the end of the 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 for 18 months by paying the cost of the premium, unless prohibited by law or the health insurance carrier.

If an employee is recalled from layoff, benefits will be reinstated the first of the month following the month in which the employee is recalled.

## ARTICLE 9 - VACATIONS

### SECTION 1

Professional Employees - Professional employees on active payroll shall be granted fifteen (15) days of vacation, with pay, annually during the first six (6) years of employment. Employees with more than six (6) years of employment shall be granted twenty (20) days of vacation annually, with pay.

Administrative Staff - Administrative staff on active payroll shall be granted ten (10) days of vacation annually, with pay, during the first three (3) years of employment. Employees with three (3) or more years of employment shall be granted fifteen (15) days

of vacation annually, with pay. Employees with six (6) or more years of employment shall be granted twenty (20) days of vacation annually, with pay.

## **SECTION 2**

Effective on ratification of this agreement, vacations may be accumulated not to exceed 12 working days from one calendar year to the next.

## **SECTION 3**

Any employee who resigns, is laid off, or is discharged, except in the case of misappropriation of funds, shall be granted any vacation pay due him/her from the previous year and any due that year pro-rated based on the time actually worked beyond January 1 or for those employees with less than one year of employment, based on the date of hire. An employee shall receive 1/365 of the annual amount for each day employed of the calendar year.

Payment of pro-rated unused vacation pay shall be included in the employees final pay check. If previously paid vacation exceeds pro-rated vacation the excess will be taken from the final paycheck.

## **SECTION 4**

Notice of layoff or discharge, except in case of misappropriation of funds, shall not be given during an employee's vacation.

## **SECTION 5**

Vacation schedules shall be arranged on the basis of seniority and shall be mutually agreed to by employee and the Employer. A vacation day does not need to be taken for a paid holiday that falls during a vacation period. More than one (1) employee may take their vacation at the same time.

## **SECTION 6**

Beginning January 1, of any year, employees shall be credited with all of their vacation for the year, in accordance with Section 1. This applies to the first year of employment and all subsequent years.

## **SECTION 7**

Extended vacations will not normally be approved during the campaign period in order to accommodate the annual fall fundraising campaign.

An extended vacation or extended vacations may be granted at the discretion of the President for extenuating circumstances.

# **ARTICLE 10 - LEAVES OF ABSENCE**

## **SECTION 1**

Employees shall be entitled to twelve (12) work days' sick leave, with pay, per calendar year, subject to the following regulations:

- A. All new regular seniority employees hired after January 1, of any year, shall earn one (1) day of sick leave per month.
- B. On January 1 of each succeeding year, all regular seniority employees will be credited with twelve (12) days of sick leave.
- C. There shall be no limit to the amount of unused sick leave any one employee can accumulate and carryover from year to year. Such accumulated sick leave, with pay, may be utilized when needed, including illness of immediate family

members. The use of sick leave must be for employee illness or illness or accident of immediate family members as opposed to personal time off.

## **SECTION 2**

A full-time employee with one (1) year or more seniority shall be entitled to an unpaid sick leave for up to one (1) year. Such employee shall accumulate seniority during such leave. An employee on an approved occupational disability leave and receiving Workers Compensation benefits will accumulate seniority during such leave. An unpaid leave shall be any leave of absence when the employee is not receiving any compensation.

## **SECTION 3**

A maternity leave of absence will be covered as any other short-term disability under the sick leave provisions of this agreement.

## **SECTION 4**

Employees shall be granted twenty-four (24) hours, with pay, per year, for personal business upon three (3) days prior notification, except in cases of emergency. Approval by supervisor shall not be unreasonably withheld. The above hours shall be pro-rated for part-time employees. The pro-rated hours shall be determined by dividing the part-time employee's regular scheduled hours by a full-time employee regularly scheduled hours multiplied by above hours.

## **SECTION 5A**

Leave of absence without pay, up to (2) years, shall be granted in the event an employee is elected or selected as a Representative of the International or Local Union. The employee shall have the option of continuing some or all of the employee's benefits by paying the cost of the premium. An employee on leave under this section will accumulate seniority while on leave.

## **SECTION 5B**

Leave of absence up to ten (10) days, without pay, shall be granted in the event an employee is selected or elected as a delegate to an AFL-CIO Convention, or in such other capacity or activity as may be designated by OPEIU Local 459, AFL-CIO. An employee on leave under this section will accumulate seniority while on leave.

## **SECTION 6**

The Employer agrees to grant a written personal leave of absence, without pay, of up to three (3) months to an employee with two (2) or more years seniority, providing adequate reason can be shown. The employee shall have the option of continuing some or all of the employee's benefits by paying the cost of the premium for the duration of the leave. An employee on leave under this section will accumulate seniority while on leave.

## **SECTION 7**

In the event of the death in the employee's family, the affected employee shall, upon request, be excused from work without loss of his/her straight-time pay from the occurrence of death until the day after the funeral, but not for more than three (3) work days unless out of town travel is involved in which case an additional work day will be granted without loss of pay. Family will mean the following: spouse, children, step-child, step-parent, mother, father, brother, sister, mother-in-law, father-in-law, adopted children, brother-in-law, sister-in-law, and a significant other with whom the employee is living in the same residence prior to the death. Additional leave without pay may be granted in extenuating circumstances. Up to one day with pay shall be granted to attend the funeral of grand-parents and grand-children, step-grandparent, step-grandchild.

## **SECTION 8**

Any leave of absence may be extended by mutual agreement of the Employer and employee.

**SECTION 9**

An employee granted a leave of absence shall be returned to work at the same job and at the prevailing rate of pay. Where an employee cannot perform essential duties of his or her classification they shall be offered a position commensurate with his/her physical or mental ability if available. When Article 8, Section 1, is applicable, it shall supersede this section.

**SECTION 10**

Leave shall be granted for jury duty and the Employer shall pay the difference between the employee's regular pay and the pay received for jury duty.

**SECTION 11**

The employer will comply with the uniformed services employment and reemployment rights act of 1994 in awarding military leave.

**SECTION 12**

Anyone hired as a replacement for an employee on leave of absence shall be given notification in writing to that effect, and notice shall be furnished the Union.

**SECTION 13**

Full-time employees who meet the following provisions may apply for educational leave of absence:

- A. One (1) year of continuous full-time service with the employer is required.
- B. Admission as a student to the educational institution where the credit or non-credit course is to be taken.
- C. The employee has submitted a written request to his/her supervisor at least thirty (30) working days before the initial meeting of the course for which he/she is seeking approval.

When a course is not offered during non-working hours, the employee may request released time with pay not to exceed five (5) hours per week to attend the course. The employee's supervisor shall determine whether unit functions will allow such released time to be granted.

**SECTION 14**

Any employee on leave of absence outlined in this Article, except for Union Leave, is prohibited from engaging in any other gainful employment.

**SECTION 15**

Administrative leave with pay will be granted, at the discretion of the President, or designated alternate, when hazardous weather conditions or when other conditions prevail affecting working facilities, such as power outages, breakdown of the air conditioner, etc., indicating it is impractical to maintain regular hours.

**SECTION 16**

Upon request, the Union steward will be given notification in writing regarding a bargaining unit employee on a Leave of Absence. The notice will include the type of leave and the duration of the leave.

## ARTICLE 11 - INSURANCE AND RETIREMENT

### SECTION 1

The employer agrees to pay toward the premium cost of a health insurance plan that is agreed upon by the majority of the employees desiring to participate in the health insurance plan. Beginning January 1, 2015 the employee will pay 5% of their individual health insurance premium through pre-tax payroll.

The employer's policy will cover all eligible members of the employee's household unless a member of that household is eligible for their own health insurance at least at the Gold Level. If that member had been on the CAUW health insurance plan in the current calendar year, then that member could remain on the CAUW plan throughout the calendar year. The member of the household who has other available coverage can still be included on the CAUW plan if the employee pays 100% of the premium for that person.

The employer agrees to pay a pro-rated share of the single premium cost of the above health care plan for a part-time employee. The Employer's pro-rated share shall be determined by dividing the part-time employee's regular scheduled hours by a full-time employee regularly scheduled hours multiplied by the single employee premium cost. The part-time employee shall pay for any remaining cost of health care through pre-tax payroll deduction. However, any full-time employee employed on January 9, 2008 shall maintain their full-time benefits if her/his hours are reduced or s/he is involuntarily moved into a part-time position with hours equal to or greater than three-quarters (3/4) of the hours of a full-time employee hours which would be 26.25 hours per week.

Such coverage shall take effect the first day of the second month following the month in which the employee is hired. Such insurance coverage shall not apply if coverage is in effect through another plan for which the employee is qualified.

An employee may opt to change the type of coverage (single employee, 2-person households, families and/or dependent extension benefits) in accordance with applicable law and health care plan design.

An employee may opt out of medical coverage if employee provides proof of coverage through another plan for which the employee is qualified.

Full-time employees hired on or after January 1, 2005 will receive \$3,000 per year (paid ratably during the year) if they opt out of the CAUW insurance plan. Any full-time employee hired prior to this date may opt out based on the contract language set forth below:

1. CAUW will share 50% of premium savings with the employee, and such savings paid to the employee as a wage bonus on a bi-weekly basis.
2. The rate used for this payment will be the appropriate rate (PHP+ - family, single, etc.) that was in effect on the date the employee dropped CAUW coverage.
3. The rate used for this payment will change appropriately with a subsequent change in status of any dependent covered on the date the employee dropped CAUW, provided such change would have affected the type of coverage had the employee not opted out of the CAUW coverage.



Employee can resume CAUW medical coverage if:

1. There is a change in marital status causing loss of spousal coverage (e.g.: death, divorce, etc.)
2. There is a loss of spousal coverage due to a change in employment status of spouse (e.g.: layoff, termination, etc.)
3. The change is requested during the open enrollment period.

Any employee choosing to opt-out of coverage may still enroll in other coverages such as vision and dental insurance. 50% of these premiums will reduce the amount of the opt-out amount. An employee opting out must sign a waiver absolving the Employer and the Union of any liability as a result of the opt-out.

## **SECTION 2**

The Employer agrees to provide group term life insurance for full-time employees in an amount equivalent to two (2) times the salary of the employee, rounded to the next \$1,000 level of annual salary. In the event an employee's annual salary is equal to an even thousand dollar figure, the provision to increase to the next \$1,000 level does not apply.

## **SECTION 3**

The Employer agrees to pay the premium cost of Vision insurance.

## **SECTION 4**

An additional amount in salary shall be paid to each employee's individual 403(b) account on a bi-weekly basis in the amount of 5% of bi-weekly salary. In addition, 3% will be added to taxable income as a separate income type to reflect a total contribution by the employer of 8%.

There shall be one (1) 403(b) account for each employee of Capital Area United Way represented by OPEIU Local 459, and that one plan shall be determined by employees of Capital Area United Way represented by OPEIU Local 459. It is mutually agreed that the monies referred to herein shall be used exclusively for retirement purposes.

## **SECTION 5**

The Employer shall provide full-time employees represented by OPEIU Local 459 short term disability income protection. Subject to exclusions, definitions and requirements as outlined herein and in Appendix B (short term disability income protection), employees who are continuously disabled by injury or sickness and prevented thereby unable to perform the material duties of his/her regular occupation, shall receive 66 2/3% of their gross salary or a maximum of \$400 per week, up to a maximum period of 13 weeks, provided such disability commences while employed by CAUW.

Employees covered under this section are subject to a waiting period of eight (8) days in the case of illness prior to becoming eligible for benefits under this section. In the case of accident/hospitalization, the waiting period will be one (1) day.

If the employee is gainfully employed in any other occupation during the period of disability, the employee is not eligible for benefits under this section.

With the exception of the employee's option to retain three (3) days of sick leave, employees shall exhaust earned sick leave prior to becoming eligible for coverage under this section.

Employees retain the option of using vacation or any other leave time prior to becoming eligible for coverage under this section.

## SECTION 6

The Employer shall provide full-time employees represented by OPEIU with long term disability income protection. Subject to the exclusions and requirements of the carrier selected by the Employer regarding eligibility, employees unable to perform the material duties of his/her regular occupation shall receive no less than 60% of their gross salary for the first two (2) years of disability and thereafter subject to the provisions of the carrier.

Employees are subject to a waiting period of ninety (90) days prior to becoming eligible for benefits under this section.

Employees retain the option of using sick-time, vacation time or any other earned leave time prior to becoming eligible for benefits under this section.

An employee receiving Long Term Disability income shall retain but not accrue seniority. Insurance benefits will be discontinued at the end of the month in which the employee begins receiving Long Term Disability income. The employee shall have the option of continuing some or all of the employee's benefits by paying the cost of the premium for up to 18 months subject to eligibility as determined by the respective carriers.

## SECTION 7

The Employer shall provide full-time employees represented by OPEIU Local 459 with dental insurance. The employer agrees to pay the full premium cost of the current Delta Dental Plan with 100% coverage for cleanings and other routine dental work. Such coverage will take effect the first day of the second month following the month in which the employee is hired, but shall not apply if coverage is in effect through another plan for which the employee is qualified.

Example:

Employee's hire date	July 15
Health Care and Dental Coverage	Effective September 1

## SECTION 8

Health Insurance for Retirees – Deleted

## SECTION 9

Employees are not eligible for both workers' compensatory pay (workers' comp) and short term disability. If they receive short term disability and are subsequently approved for workers' comp, they must reimburse the employer within 30 days of receipt of workers' comp payments the amount of workers' compensation or compensation received from CAUW whichever is less.

If an employee does not repay in accordance with the agreement, the Employer may deduct any such funds from the employee's final paycheck.

## ARTICLE 12 - PROMOTIONS

### SECTION 1

It is the policy of the management of CAUW to cooperate in every practical way with employees who desire transfer to new positions or vacancies in the bargaining unit.

Therefore, it is the policy of CAUW to fill vacancies by promotion of a qualified employee from within CAUW. If qualifications are met, the employee with the greatest length of service within the affected group shall be promoted. Secondary opening created by application of this section may be filled by transfer, promotion or new hire.

### SECTION 2A

Any Administrative employee transferred, promoted, or appointed to a higher classification, shall have a trial period not to exceed thirty (30) days in which to perform the new responsibilities in a satisfactory manner.

### SECTION 2B

Any professional employee transferred, promoted, or appointed to a new assignment, shall have a trial period not to exceed sixty (60) days in which to perform the new responsibilities in a satisfactory manner.

### SECTION 3

Failure to perform the duties of his/her new position satisfactorily will result in the employee being returned to their previous position without loss of seniority or salary equal to what they received prior to transfer, promotion or appointment.

### SECTION 4

Any employee transferred, promoted, or appointed to a higher position will receive the salary for the new position.

### SECTION 5

The Employer agrees to post notice of job vacancies for a period of five (5) working days. Any employee applying for such vacancy must do so no later than 5:00 p.m. of the last day of posting. If a vacancy is not to be filled the Employer shall notify the Union as to the reason.

### SECTION 6

Any employee transferred, promoted, or appointed from a classification within the Bargaining Unit to supervision or other excluded classification shall retain but not accumulate seniority.

## ARTICLE 13 - EXPENSES, TRANSPORTATION & PARKING

### SECTION 1

Expenses incurred by employees in the performance of their professional duties and responsibilities are reimbursable, including meals, registration fees, transportation and parking costs, with prior approval of their immediate supervisor.

### SECTION 2

Reimbursement for automobile expenses shall be made when a car is required for official business of the Employer in the execution of duties. Mileage expenses shall be reimbursed equal to the standard mileage rate according to the IRS.

### SECTION 3

All employees may be given the opportunity to attend institutes, workshops, seminars, and conferences. Within budgetary limitations, expenses incurred for fees, transportation, housing and food will be allowed. Time spent in CAUW-approved conferences is covered by flex time.

Requests to attend conferences, institutes, workshops, seminars, must be obtained in advance from the Employer's representative.

Salaries will be paid to an employee for attendance at weekend conferences.

## ARTICLE 14 - MANAGEMENT RIGHTS AND CONTINUITY OF OPERATIONS

### SECTION 1

It is agreed that the management of CAUW, the supervision of all operations, the control of the property, and the composition, assignment, direction and determination of the size of the working forces belong to and are vested in CAUW, except as they are otherwise specifically limited in this Agreement.

### SECTION 2

The right of the Employer to make and enforce reasonable rules and regulations as it may deem necessary is recognized by the Union provided the same are not inconsistent with the provisions of this Agreement. The Employer shall meet and discuss any proposed rules and regulations with a representative of the Union. Should the Union consider any such rule or regulation unreasonable, it shall be subject to the grievance procedure.

### SECTION 3

The Union agrees that no employee shall directly or indirectly take part in any walkout, work stoppage, slowdown, boycott, picketing, strike (sympathetic or general), or in any other interference with any of the operations of the Employer. In the event any employee, or group of employees, does so participate or threaten to participate in any such action or occurrence, the Union, upon notification by the Employer, shall use its best efforts to instruct said employee or employees to cease and desist from such action.

### SECTION 4

In the event that any employee, group of employees, or all employees participate in any activity herein prohibited, the Employer shall have the right to discharge or discipline any or all said employees so participating, subject to the grievance procedure and/or Federal and State laws.

### SECTION 5

The Employer agrees that it will not lockout any of the employees covered by this Agreement.

## ARTICLE 15 - GENERAL

### SECTION 1

It is the policy of CAUW and the Union, that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, age, gender, sexual orientation or national origin. Both parties shall abide by the appropriate Federal and State Acts in this area.

### SECTION 2

The provisions of this contract shall be administered in a non-discriminatory manner.

### SECTION 3

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

### SECTION 4

An employee voluntarily leaving the service of the Employer shall upon request be furnished with a written letter of reference.

**SECTION 5**

Department and Senior Department Associates shall report directly and solely to the Employer's President or his/her designate, for the purposes of administrative direction, policy interpretation, supervision and evaluation.

**SECTION 6**

No employee outside of the Bargaining Unit shall perform any of the duties regularly and customarily performed by employees covered by this Agreement, except when necessary in order to protect life, limb, or property, or to instruct or train other employees, or in emergencies to maintain proper service to the community.

**SECTION 7**

It is the policy of CAUW to maintain a work force of sufficient size to take care of the expected regular work of the Employer of a continuing nature. The Employer agrees that it will not employ outside contractors to do the work normally done by represented employees if it would result in laying off employees who ordinarily and customarily do such work.

**SECTION 8**

In the event that any provision of this Agreement shall conflict with any Federal or State law, order, directive, or regulation now or hereafter enacted or issued, such provision hereof shall not remain operative or binding upon the parties, but the remaining portion of the Agreement shall remain in full force and effect.

**SECTION 9**

Nothing in this Agreement shall prohibit the Employer from introducing new equipment, machinery, or materials in an existing job, or preclude the Employer from establishing an entirely new job with the Union.

**SECTION 10**

Should the Employer contemplate changes in a job through the introduction of new equipment, machinery, or materials or establishing an entirely new job classification, within the unit, they will advise the Union of such changes, and during such period, if requested, enter into negotiations with respect to wages and working conditions.

**SECTION 11**

Present employees, who, in the judgment of the Employer, could qualify with a reasonable amount of training, will be given an opportunity to apply for a transfer to fill any new position in the Unit created by the Employer's introduction of new equipment or jobs before new employees are hired from an outside market.

**SECTION 12**

The Employer agrees to notify the Union of all Unit vacancies, and further agrees to give consideration to qualified applicants referred by the Union, and to interview up to a maximum of two such referred applicants. The Union will be given five (5) days from the time of notification to refer applicants.

**SECTION 13**

The Employer agrees to reimburse employees, with more than one year of service, for tuition, books and fees up to an annual maximum of \$1,000.00 for job-related courses which are taken outside of normal work hours. Such courses must have prior approval of the management of CAUW and the employee's reimbursement is contingent upon submitting tuition receipts and providing proof of satisfactory completion of the course.

"Satisfactory completion" for purposes of this section shall mean a "C" (2.0) or better for an undergraduate course or a "B" (3.0) or better for a graduate course.

**SECTION 14**

Employees shall use the Office and Professional Employees International Union, Local 459, AFL-CIO, union initials on work done by them. The initials shall include the employee's initials. Example: ab/opeiu459afl-cio.

## **SECTION 15**

The Employer will provide a bulletin board for use by the Union for posting notices as follows:

- Union recreational and social affairs,
- Union elections,
- Union appointments and results of Union elections,
- Union meetings,
- Bona fide Union activities such as: Cooperatives; Credit Unions; and Unemployment Compensation information,
- Union affairs which are not political or controversial in nature.

The Union will promptly remove from such Union bulletin boards, upon the written request of the management of CAUW, any material which is libelous, scurrilous, or detrimental to the labor-management relationship.

The bulletin board shall be in a suitable location accessible to all.

## **SECTION 16**

Records indicating vacations, sick leave, personal time, floating holidays and compensatory time, both earned and used, shall be kept updated by the Employer, based on appropriately completed employee time sheets submitted. An employee shall have access to their own record, and may make a copy of it at their discretion.

## **SECTION 17**

In the case of an employee's death, payment of accrued unused vacation, floating holidays and personal time will be made to the beneficiary as designated on the employee's group life insurance policy.

## **ARTICLE 16 - SALARIES, EVALUATIONS AND LONGEVITY**

### **SECTION 1**

Department Associates - Finance, Public Relations and Branding, Community Investment, and Fund Development

- A. Department Associates will work primarily in the following functional areas: Finance, Public Relations and Branding, Community Investment, and Fund Development.
- B. Department Associates will be paid a range of \$30,000 to \$46,000.

### **SECTION 2**

Senior Department Associates - Finance, Public Relations and Branding, Community Investment, and Fund Development

- A. The employer shall have the right to create a new classification titled Senior Department Associate. Creation of this position will be based on a need, solely determined by the management of CAUW, in one or more of the above-defined areas. When the employer creates such a position, it will provide a job description

which will be attached as an addendum to this agreement. The job description will provide that the salary range for such position is \$46,000 to \$52,000.

**SECTION 3**

Administrative Staff

A. The pay range for Administrative Staff shall be \$25,000 to \$36,000.

**SECTION 4**

Each seniority employee's performance will be reviewed (according to the format in Appendix C) periodically in writing, but at least once a year, against established performance plans as outlined in his/her job description (see Appendix A) and work plan.

In 2005, and thereafter, if an employee does not receive an evaluation the employee may write up her/his own summary of the employees job performance, professional strengths/weaknesses, and professional growth/career development. A copy shall be given to the immediate supervisor and President. If the supervisor does not complete an evaluation within thirty (30) calendar days, the employee's self-evaluation shall be considered the annual evaluation.

**SECTION 5.**

All employees may be eligible for bonus pay in relation to the annual campaign outcome. Bonuses will be given at the sole discretion of the Employer. Each bonus will be uniform for each employee in the bargaining unit. If a bonus is awarded it will be a onetime payment and it will not be added to the employee base pay.

**SECTION 6.**

All represented staff with seniority completing ten (10) consecutive years of service with the Capital Area United Way will receive, in the first paycheck in December for the concurrent year following their employment anniversary date, a lump sum payment of 1.5% of the appropriate salary for that year. Those completing fifteen (15) consecutive years of service will receive a lump sum of 2.0%; those completing twenty (20) years of consecutive service will receive a lump sum payment of 2.5%; those completing twenty-five (25) years of consecutive service will receive a lump sum payment of 3.0%; those completing thirty (30) years of consecutive service will receive a lump sum payment of 3.5%; and those completing thirty-five (35) years of consecutive service will receive a lump sum payment of 4.0% on the same basis as outlined above.

**SECTION 7.**

Wage Increases. Eligible bargaining unit employees that have not reached the limit for their employment classification shall receive the following schedule of wage increases over the duration of this contract:

Retroactive to July 1, 2014                      0.0%

Effective July 1, 2015:

Final two years of wage increase to be negotiated at the conclusion of the preceding year's campaign. Negotiation will commence no later than May 31, 2015.

Effective July 1, 2016

Final one year of wage increase to be negotiated at the conclusion of the preceding year's campaign including health insurance package. Negotiation will commence no later than May 31, 2016.

ARTICLE 17 - Deleted

ARTICLE 18 - SECTION 125 PLAN

SECTION 1.

The employer will provide IRS Section 125 document(s) allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

- A. Medical and hospitalization expenses to a maximum of \$2,500 per year unless prohibited by law or the health care plan.
- B.
- C. Employee paid Health Insurance premiums as allowed by law.
- D. Dependent care programs to the maximum allowed.
- E. AFLAC or any other pre-tax deduction.

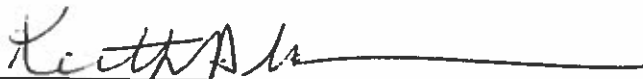
ARTICLE 19 - DURATION AND AMENDMENT

This Agreement shall remain in full force and effect from July 1, 2014 through June 30, 2017. 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 expiration date of this Agreement, and this Agreement shall remain in effect until a new Agreement is reached.

Additionally, if the annual premium for health insurance increases more than ten percent (10%) annually, the portion of this agreement outlining healthcare coverage (Article 11, Section 1) shall open for negotiation upon management's request.

**CAPITAL AREA UNITED WAY**

**OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 459, AFL-CIO**



Keith Williams, Board Chair



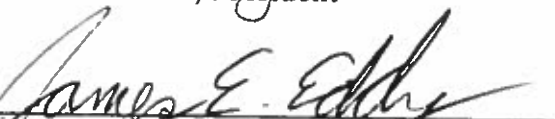
Lance Rhines, Service Representative



Teresa Kmetz, President



Nick Lynch, Bargaining Team



James E. Eddy, Chief Financial Officer

Date Signed: 11/11/14

Date Signed: 11-13-14