

**Agreement Between**

**Michigan Association of United Ways**

**and**

**The Office and Professional Employees  
International Union, Local 459, AFL-CIO**

**September 1<sup>st</sup>, 2016 – August 31<sup>st</sup>, 2018**

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**AGREEMENT  
BY AND BETWEEN  
MICHIGAN ASSOCIATION OF UNITED WAYS, INC.  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 459, AFL-CIO**

**PREAMBLE**

This Agreement entered into this 1st day of SEPTEMBER 2015, by MICHIGAN ASSOCIATION OF UNITED WAYS, INC. hereinafter referred to as "Employer," and its successors, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 459, AFL-CIO hereinafter referred to as the "Union," and its successors.

The parties hereto desire to cooperate in continuing conditions which tend to secure to the employees concerned a just wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustment of all disputes which may arise between them.

**ARTICLE I. RECOGNITION OF THE UNION**

Section 1. In accordance with the certification of the National Labor Relations Board, the Employer recognizes the Union as the exclusive bargaining agent for employees in the following bargaining unit:

All full-time and part-time Community Service Labor Liaison Staff and support staff in Secretarial and Clerical positions employed by the Employer at its place of business: but excluding Administrative Assistants to the MAUW CPO and to the Finance Department, confidential employees, guards and supervisors as defined in the Act.

The Employer and the Union will bargain in good faith with respect to the wages, hours, and other terms and conditions of employment for the employees represented by the Union in the above described unit as set forth by the National Labor Relations Board in case numbers 7-RC-16371 and 7-RC-17904.

Section 2. In the case that a new employee is hired through grant funds to perform administrative work within any program at the Association, that employee shall be recognized by the bargaining unit and be protected this agreement. The employee shall accrue the benefits indicated within this contract but shall not accrue hiring seniority and

will not hold any seniority should reverse seniority layoffs take place. The employee shall remain a member of the bargaining unit for as long as the position is funded.

Section 3. A newly-employed support staff shall be known as a probationary employee for a period of ninety (90) calendar days. A newly-hired labor liaison staff shall serve as a probationary employee for a period of one hundred eighty (180) calendar days. All probationary employees shall become regular employees after satisfactory completion of a probationary period. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours of work and other conditions of employment. However, a probationary employee shall not have access to the grievance procedure in this Agreement, and the Employer, at its option, may terminate a probationary employee. Following successful completion of the probationary period, the employee shall receive a dated copy of her/his evaluation and a copy will be placed in the employee's personnel file.

Section 4. The Employer and the Union agree that they will provide equal employment opportunities to all eligible persons without regard to marital status, parental status, disability, race or color, age, gender, religious beliefs, national origins, sexual orientation, height, weight, membership in any labor organization, political affiliation and record of arrest without conviction. Neither will the Union nor the Employer intimidate, coerce, or discriminate against any employee contrary to the National Labor Relations Act.

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

Section 6. The Employer will furnish the Union with an alphabetical check-off list upon request. The Union shall advise the Employer, in writing, of any variations in the amounts to be deducted. The Employer shall forward said deducted sums in a timely manner, but no later than the 10<sup>th</sup> calendar day of each month following deductions to an address designated by the Office and Professional Employees International Union, Local 459, AFL-CIO.

Section 7. The Employer shall have no obligation to deduct dues and initiation fees from the wages of an employee until and unless the Employer has been furnished an authorization signed by said employee. The Union will hold the Employer harmless from any liability resulting from employees' claims that deductions have been improperly calculated or wrongfully deducted where the Employer has relied upon information and/or authorizations furnished by the Union.

## **ARTICLE II.           MANAGEMENT'S RIGHTS**

Section 1. The management of the organization and the direction of the working forces are vested exclusively with the Employer including, but not limited to, the sole right to determine the nature and extent of the work to be performed, to hire, discipline, discharge, layoff and recall, assign and reassign, promote and transfer employees, determine the hours of work, make and enforce reasonable rules provided the same are not inconsistent with this Agreement.

Section 2. The Union recognizes these and other rights belonging solely to the Employer unless abridged by the terms of this Agreement.

### **ARTICLE III. UNION SECURITY**

Effective on March 28, 2013, as a result of Michigan Public Act 348, the provisions of the foregoing paragraph 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 would not apply or be controlling. The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 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.

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

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

Section 3. For the purpose of this provision, the Union shall appoint a Union Steward and one Alternate Steward and a Bargaining Committee. Their names shall be filed in writing with the Employer. As changes are made in designations, the Union shall supply the Employer with said changes in writing.

Section 4. The Employer further agrees, when the Steward is absent or not readily available, the appropriate Alternate Steward shall act in the Steward's place. In such cases, all references to Steward in this Agreement shall be deemed to be made to the Alternate Steward.

### **ARTICLE IV. CONTINUITY OF OPERATIONS**

Section 1. During the life of this Agreement, the Union agrees that no employees shall directly or indirectly take part in any walkout, work stoppage or slowdown, boycott strike

(sympathetic or general), or in any other way interfere 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 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 2. 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 discipline any or all of the said employees participating.

Section 3. The Employer agrees that it will not lock out any of the employees covered by this Agreement. Such obligations shall not be applicable if the Union, its members, or the employees have caused or are engaged in a strike.

## **ARTICLE V. PROMOTION AND TRANSFER**

Section 1. Promotion is hereby defined as a move from a classification in a lower paying job to a classification in a higher paying job within the bargaining unit. It is the intention of the Employer to fill vacancies from within the organization before hiring new employees provided employees are available with the necessary qualifications and abilities to fill the vacancy.

Section 2. Notice of all job vacancies covered by this Agreement shall be provided to each unit member, in writing. This notice will remain in effect for five (5) working days from date of issue and/or postmark and include job title, rate of pay, and a brief description of job duties including qualifications and necessary skills.

Section 3. Promotion and transfers shall be made on the basis of seniority, qualifications and ability to perform on the job. In the event two (2) or more employees have equal qualifications to perform the job, the employee with the greatest seniority shall be selected. All employees so promoted shall be placed on the new job for a trial period of ninety (90) calendar days unless extended by mutual agreement between the Union and the Employer. In the event the employee does not perform satisfactorily during the trial period, or the employee requests return to former position, such employee shall be returned to the former position at the old rate of pay and without loss of seniority. All employees transferring to an equal level position shall do so at the same rate of pay as the former position.

### Section 4.

- A. An employee who is promoted to a higher position shall receive the entry-level rate of pay for the new position or the lowest salary step in the new range which provides an increase.

- B. If an employee accepts a lower paying position than currently held, the salary step in the new range shall not provide a decrease, if the range allows for it.
- C. The anniversary date of the employee becomes that of the promotion or transfer date, for purposes of step increases.

Section 5. Any employee transferred, promoted or appointed from a position within the bargaining unit to a position outside of the bargaining unit shall retain but not accumulate seniority within the bargaining unit for six (6) months after such a transfer at which time seniority within the bargaining unit terminates. If a management employee elects to transfer into the bargaining unit, in accordance with this Article, the seniority date of the transfer into the unit shall be used for purposes of layoffs, promotions and transfer only.

Section 6. In the case that a member of the bargaining unit is offered a grant-funded position which normally falls outside of the bargaining unit, that member shall have the option to maintain membership with the bargaining unit. Should the member choose to maintain membership, they will continue to accrue seniority in both hiring order and pay classification. Should the funding for the grant position cease for any reason, the member shall revert to their most previous classification within the unit. If the re-classification calls for a reduction in workforce, reverse seniority layoffs shall apply per Article IX, Section 1 of this contract. This clause is valid for members of the unit prior to September 1<sup>st</sup>, 2015 and shall not be applied to any member or position belonging to the unit following this date.

## **ARTICLE VI. JOB DUTIES**

Section 1. Job duties and responsibilities shall be contained in job descriptions covering each classification. Job descriptions shall contain generic classification duties as well as specific language relative to the tasks of that position and the contents will be reviewed with the appropriate union representative. Union members will be provided job descriptions within thirty (30) days following the signing of this Agreement.

Section 2. Reasonable and/or necessary changes in job duties and responsibilities will be made by the Employer when such changes are required to meet the needed tasks for the position. Changes made by the Employer in any job descriptions will be reviewed with the Union and affected employee.

Section 3. Upgrades. A request to upgrade a position based on material changes in the job description shall follow this procedure:

- A. The employee shall submit in writing the request for upgrade to the immediate supervisor. The request shall include the position description, an outline of

material changes in the job that have occurred prompting the upgrade request and the classification level the upgrade falls into. A copy of the request shall be filed with the Union Steward.

- B. The supervisor shall submit the request with comments in writing to the Management Representative for consideration within five (5) working days of receipt of request. A copy shall be filed with the Union Steward and the affected employee.
- C. The Management Representative shall reply to the supervisor the decision with comments, in writing, within five (5) working days. A copy shall be filed with the Union Steward and the affected employee.
- D. If the request has been denied by the Management Representative, a meeting shall be held within ten (10) working days between the Management Representative, Employer's CPO, affected employee, the immediate supervisor, the Union Steward and the Union Representative to discuss the upgrade request.
- E. If agreement is not reached at the above meeting, the upgrade shall be considered a grievance and will proceed to Step 3 of the grievance procedure.
- F. If the upgrade is approved, the new salary shall be retroactive to the beginning of the pay period in which the request was originally filed with the supervisor.

## **ARTICLE VII. PART-TIME AND TEMPORARY EMPLOYEES**

Section 1. Part-time employees are those who are regularly scheduled for thirty (30) hours per week or less. Part-time employees must work days and hours as scheduled by the Employer.

Section 2. Part-time employees shall receive benefits on a prorated basis except where limited by contracts between the Employer and service provider. Part-time employees are eligible for a proration of vacation, and personal time; but not health, life or retirement benefits.

Section 3. Temporary employees, whether full or part-time, are those who are engaged for a limited period of not more than ninety (90) calendar days, unless they are replacing an employee on leave of absence. Their employment will terminate at the end of the period and they are not entitled to benefits.

## **ARTICLE VIII. SENIORITY**



Section 1. Seniority shall be length of continuous service with the Employer from the date of last hire with the Employer. The labor liaison staff shall have a separate seniority list for their positions.

Section 2. The Employer shall provide the Union with complete seniority lists for clerical and labor liaison staff indicating the seniority, job classification, salary and date of employment twice during each calendar year on January 15 and July 15.

Section 3. Loss of seniority, employment status, and recall rights shall occur when:

- A. Employee resigns or retires.
- B. Employee is discharged for cause.
- C. Employee with seniority having less than six (6) continuous months of employment is laid off for a continuous period of six (6) months.
- D. Employee with six (6) months to one (1) year of continuous employment is laid off for a continuous period of twelve (12) months.
- E. Employee with more than one (1) year of continuous employment is laid off for a continuous period of twenty-four (24) months.
- F. Employee absent from work for two (2) consecutive work days without having notified the Employer or is absent on unapproved time off unless valid excuse is provided for the failure to notify the Employer.
- G. Failure to comply with the terms of a leave of absence.
- H. Failure to comply with the terms of the return to work after layoff provisions of this Agreement.

## **ARTICLE IX. LAYOFFS AND TERMINATIONS**

Section 1. When a reduction in the working force of the Employer becomes necessary the following procedures shall be followed, provided that in all cases hereinafter referred to, the employee retained can do the work:

- A. Temporary employees shall be laid off first.
- B. Probationary employees shall be laid off next.
- C. Part-time employees will be laid off next on the basis of seniority.
- D. Full-time employees will be laid off next on the basis of seniority.

Section 2. No MAUW employee outside of the bargaining unit shall perform any of the duties regularly and customarily performed by employees covered by the Agreement, except when necessary in order to instruct or train other employees, in case of employee absence or emergencies in order to maintain proper service to meet the goals and objectives of the Employer. Nor should the performance of such work result in the layoff of any employee covered by this Agreement. Management staff, non-union personnel and volunteers may perform work customarily assigned to the employees covered by this Agreement when bargaining unit employees are not available.

Section 3. Recall shall be in reverse order of layoff provided the employee has the necessary qualifications to perform the job. Notice of recall by the Employer shall be by certified mail, mailed to the address of the employee. Said address shall be that of record with the Employer. Notification of change in address following layoff is the responsibility of the laid-off employee. Recalled employees must report to work not later than five (5) working days after receipt of notice.

Section 4. Notice of Layoff. In the event that a layoff becomes necessary, employees shall be provided notice in writing two (2) weeks in advance of the planned layoff. In lieu of said notice, employee shall receive two (2) weeks' pay.

Section 5. In the event a position within the bargaining unit is to be eliminated because of economic necessities the Union shall have prior notification to afford them an opportunity to discuss alternative procedures. If it is determined that a position shall be eliminated and a layoff is necessary, the affected employee shall have the option of taking the layoff or of bumping back to the lowest seniority position within the bargaining unit for which qualified.

Section 6. The Employer agrees that it will not contract out any work normally done by employees in the bargaining unit, if it results in the layoff of employees who normally and customarily do such work.

Section 7. Termination of Employment. Employees who resign are expected to give not less than ten (10) working days notice for clerical/support positions or twenty (20) working days notice for liaison/associate positions. An employee who resigns may be given equivalent pay in lieu of notice at the discretion of the Employer's CPO. When an employee resigns, the employee is expected to be available for work up to and including their last day of work. The scheduling of vacation or personal days will be at the Employer's option; however, pre-approved time off will be honored. It is the expectation that the employee will state her/his last day of work in her/his resignation letter. The final day of work will be used when determining benefit accruals. Termination of benefits will be in compliance with the contractual agreements with the providers.

## **ARTICLE X. EVALUATION**

Section 1. The evaluation of the performance of employees is the responsibility of the Employer. The purposes of evaluation are to facilitate the professional growth and development of the employee and to ascertain whether or not an employee is meeting the requirements of employment.

Section 2. All employees shall receive an oral and written evaluation from their immediate supervisor upon completion of one (1) year of employment and annually thereafter. Failure to provide annual evaluations shall be construed to mean satisfactory performance. Employees changing positions will be evaluated within the trial period. A copy of the written report will be provided to the employee. The report will be signed by the supervisor, initialed by the employee and placed in the employee's personnel file. The employee's initials on the evaluation report indicate receipt of a copy and in no way implies that the employee agrees with said evaluation. The employee may place a counter statement to the evaluation in the personnel file, if so desired.

Section 3. Each employee shall be evaluated on the basis of the written job description, and as outlined in the evaluation form.

Section 4. A copy of the specific evaluation forms to be used for support staff and labor liaison staff are attached as Appendix A and B, respectively. The form may be amended by mutual consent of the Union and the Employer.

## **ARTICLE XI. TECHNOLOGICAL CHANGE**

Section 1. It is the understanding of both the Union and the Employer that as technology advances and the organization goes through changes; employees will be given the opportunity to learn the new skills and new applications for equipment usage.

Section 2. Any new classification created within the collective bargaining unit by virtue of the installation of such equipment will be posted first among the employees of the unit. Wage rates for the new classification will be negotiated between the Employer and the Union.

## **ARTICLE XII. HOURS OF WORK**

Section 1. A regular work week for full-time employees shall be thirty-seven and one-half (37 ½) hours. The regular work day for full-time employees is seven and one-half (7 ½) work hours plus a one hour unpaid lunch. The regular work day may start as early as 7:00 a.m. and end as late as 6:00 p.m. Employees shall be canvassed to ensure coverage for the 8:00 a.m. to 4:30 p.m. and 8:30 a.m. to 5:00 p.m. time periods. If no employees come forward, inverse seniority shall be used to fill necessary

time slots. There will always be at least one support staff working from 8:00 a.m. to 4:30 p.m. and at least one support staff available from 8:30 a.m. to 5:00 p.m.

Section 2. Employees shall be expected to be in their workstations promptly at their assigned time, including following breaks and lunch. In the event that an employee will be tardy for work, the employee shall be expected to notify the immediate supervisor or the MAUW office within fifteen (15) minutes of the time they are expected to arrive on that day.

Section 3. On occasion, employees will be required to work in excess of thirty-seven and one-half (37 ½) hours a week. All time in excess of thirty-seven and one-half (37 ½) hours must receive prior approval by the MAUW CPO or the designated management representative. Where possible, all requests for overtime must be made at least twenty-four (24) hours in advance of the pending need for staff overtime. If an employee is unable to work the requested overtime, employees will be canvassed in order of seniority to determine which employee is available and able to do the work.

Section 4. Overtime Compensation. In the event overtime is necessary, beyond the thirty-seven and one-half (37 ½) hour work week, the following policies will apply:

- A. Overtime that does not exceed two and one-half (2 ½) hours within a work week can be compensated with equivalent time off, to be taken within one month when the overtime occurred or as reasonably agreed to by both parties or by the payment equal to the employee's current hourly rate of pay as mutually agreed to by the Employer and the employee.
- B. Overtime that exceeds two and one-half (2 ½) hours, within a work week will be reimbursed at a rate equal to one and one-half (1 ½) times the employee's current rate of pay.
- C. Work on Saturday or Sunday will be reimbursed at a rate equal to twice the employee's current rate of pay. Work on an approved holiday will be reimbursed at a rate equal to twice the employee's current rate of pay plus holiday pay (total rate payable will be an amount equal to three times the daily rate).
- D. If an employee agrees to report for emergency duty at the Employer's request, outside the parameters of the regular work week (7:00 a.m. to 6:00 p.m., Monday through Friday) and without advance notification, the employee will be guaranteed at least two (2) hours of work, at the applicable rate of pay.
- E. The above provisions for overtime (A through D) do not apply to exempt positions (labor liaison staff). It is recognized that demands of the position for labor liaison staff may require that hours vary from day to day or weekly. Adjustments in labor liaison staff's work schedule will be allowed and must be approved by their supervisor and/or the Employer's CPO.

Section 5. Breaks. Each support staff employee shall receive a paid fifteen (15) minute break from work each morning and each afternoon. The supervisor or designate shall be notified when breaks are taken.

**ARTICLE XIII. HOLIDAYS**

Section 1. Each full-time employee shall receive the following paid Holidays:

- |                        |   |
|------------------------|---|
| New Year's Day         | Thanksgiving Day                              |
| Martin Luther King Day | Day following Thanksgiving Day                |
| Memorial Day           | Christmas Eve Day                             |
| Independence Day       | Christmas Day                                 |
| Labor Day              | Workdays between Christmas and New Year's Day |

Section 2. If any Holiday falls on Saturday, it shall be observed on the preceding Friday, and if it falls on Sunday, it shall be observed on the following Monday.

Section 3. One floating holiday shall be added to the list of holidays. This floating holiday shall be jointly decided upon by the Union and the Employer.

**ARTICLE XIV. VACATIONS**

Section 1. All regular full-time seniority employees shall earn vacation with pay at the following accumulation rate:

Years of Employment	Accumulation Rate	Total Days
0 thru 4	1.25 days/month	15 days/year
Beginning 5 thru 9	1.67 days/month	20 days/year
Beginning 10 thru 19	1.83 days/month	22 days/year
Beginning 20 or more	2.08 days/month	25 days/year

Section 2. Newly-hired labor liaison staff and support staff will have previous United Way/Community Service employment activity considered for purposes of credit service years for accrued vacation.

Section 3. Part-time employees will earn paid vacation on a prorata basis.

Section 4. Employees absent due to illness or injury will continue to accumulate vacation credits until such time as they might qualify for long-term disability payments provided for by the Employer.

**Section 5. Scheduling of Vacations:**

- A. Vacations will be scheduled in advance with the employee's supervisor and at times mutually agreeable between the employee and the Employer. It is intended that all vacation requests be submitted at least two weeks in advance, when possible, for office workload management and organizational planning purposes.
- B. Annual planning of vacations will take place between January 1 and January 31 of each year. Vacation requests submitted between January 1 and January 31 will be approved on a seniority basis and employees shall be notified of vacation approvals by February 28 of the year. All vacation requests received after January 31 shall be approved on a first-come, first-served basis.

**Section 6.** If one of the recognized paid Holidays falls within a scheduled vacation period, the employee is entitled to an additional day of vacation.

**Section 7.** Employees who become ill or are injured during their vacation may, at their option, use sick days for those days of vacation they are ill. Article XV – PERSONAL & SICK TIME will determine the eligibility, and other conditions that must be met in order to replace vacation days with sick leave. Such changes will be made on the first time sheet submitted after returning from vacation. The employee shall submit a Physician's Certificate if sick leave is used in lieu of vacation days.

**Section 8.** Carry over of vacation from one year to the next will be allowed for up to fifteen (15) days earned vacation time without approval. Any carry over exceeding fifteen (15) days earned vacation time will require approval of the employee's supervisor and the MAUW CPO.

**Section 9.** Upon separation from employment, employees shall be reimbursed for all unused vacation time at the salary rate received by them at the time of separation. Vacation checks issued upon termination of employment shall be separate from the regular pay check of the employee, will be released after, and are contingent upon, provision of final approved time sheets, business expense reimbursement voucher, reconciliation and payment of all outstanding balances due, and return of any/all corporate assets in the employee's possession.

**ARTICLE XV. PERSONAL & SICK TIME**

All full-time regular employees will be provided personal and sick days of paid leave to use as their personal needs require as follows:

- A. Effective January 1 every year, all full-time regular employees will be awarded an additional thirteen (13) days personal/sick time.

- B. Individuals commencing employment during the calendar year will receive a pro-ration of the annual allotment of personal/sick time.
- C. Maximum carryover from year to year shall not exceed one hundred thirty (130) business days.

If personal business, injury, or illness occurs, the employee may use these personal paid leave days.

Employees shall notify the office within fifteen (15) minutes of their scheduled starting time when utilizing personal/sick time. Employees leaving the office during the work day shall notify their immediate supervisor or the next higher person in authority prior to departure.

Personal/sick time days shall be used in increments of not less than one-half hour. Discretionary use (without a physician's certification) of personal/sick time shall be in increments of not greater than two (2) contiguous workdays, nor more than two (2) days within any sixty (60) day period.

Contiguous days off work of three (3) or more require a physician's certification. The employee must similarly obtain a physician's release to return to work. Physician certification is due at the MAUW office within one (1) business day of the initiating event. MAUW reserves the right to require physical examinations at its expense by a physician of its choice. Should there be a conflict between the employee's physician's opinion and the MAUW physician's opinion, both physicians shall jointly refer the employee to an independent third physician for final diagnosis/prognosis/disposition. The cost of the third physician shall be shared equally by the Employer and the employee. Benefits payable will be suspended should the employee fail to appear for the scheduled examinations. However, the employee will not be reinstated to active, paid status until documentation of the ability to resume job functions without undue liability.

This plan constitutes MAUW's short-term disability benefit. Should an employee experience a prolonged period of incapacitation for any reason, these accumulated days provide for the opportunity for continued compensation. Employees who have not accrued adequate accumulated time to cover short-term disability will not receive additional compensation.

Personal/sick time has no cash redemption value at any time during employment or upon termination of employment.

## **ARTICLE XVI. LEAVE OF ABSENCE OR EXCUSED ABSENCE**

Section 1. Leaves of absence, whether with or without pay, may be granted to regular employees with the approval of the immediate supervisor and the Employer's CPO.

Section 2. Leaves of Absence with Pay Include:

- A. Administrative Leave. The Employer, in its sole discretion, may grant administrative leave with pay in the event that the office is closed due to weather or environmental conditions which prevent the completion of normal daily work, i.e. power failure, heating or air conditioning failure, civil disturbances, etc.
- B. Bereavement Leave. Regular employees will receive leave with pay to make necessary arrangements when a death occurs in the immediate family. Such leave shall be as follows:

four (4) days leave for an employee's  
spouse, child, parent, step-child, step-parent, sister, brother.

three (3) days leave for an employee's  
mother-in-law, father-in-law, grandparent, grandchild.

two (2) days leave for an employee's  
brother-in-law, sister-in-law.

Bereavement leave may commence no earlier than three (3) days prior to date of death and no later than three (3) days subsequent to date of death. Should the employee require additional time off, he/she may draw against other time benefit banks and may be subject to supervisory and/or MAUW CPO approval. MAUW may require verification of eligibility/need for bereavement leave.

- C. Jury Duty. An employee who serves on jury duty shall be paid the difference between pay for jury duty and regular pay. An employee shall report to work when temporarily excused from attendance at court.
- D. Military Leave. Military leave for a period not to exceed fifteen (15) calendar days per calendar year shall be granted to employees who are members of the officers and enlisted reserved of the armed services or National Guard. MAUW compensation amounts will be adjusted/reduced by the amount of military service pay to which the employee is entitled.

Section 3. Leaves of Absence Without Pay Include:

- A. A leave of absence without pay may be granted for personal reasons for a period not to exceed sixty (60) days, when the services of the employee are not immediately required or there are employees available who are capable of doing the work. Extension of the leave of absence may be granted with the approval of the immediate supervisor and the Employer's CPO or the designated management representative.



- B. Employees who have worked at least twelve (12) months and have accumulated at least one thousand two hundred fifty (1,250) hours of active work (excluding any paid/unpaid leave of absence) during the preceding twelve (12) months may request a leave of absence for up to twelve (12) weeks:
- a. Because of the birth of a child to the employee,
  - b. Because of the adoption of a child by the employee,
  - c. Because a child has been placed with the employee for foster care ,
  - d. To care for the spouse, child, or parent of the employee, if the spouse, child or parent has a serious health condition.

The request for the leave must be in writing and should be presented to the MAUW CPO or designated management representative at least thirty (30) days in advance of the requested departure date when practicable. Employees who are requesting the leave for health reasons must provide medical certification of the need for the leave and the probable duration of the leave.

The Employer will continue group health coverage for those employees who are covered under Employer's medical insurance at the time of the leave, but if the employee fails to return following the leave, he or she will be required to repay any/all insurance premiums paid by the Employer on behalf of the employee during the leave. Employees on family leave will not continue to accumulate service time while on leave.

- C. Effective September 1, 2015, the Association shall provide two weeks (75 hours) of paid Family Leave, in the case of a birth or adoption of a child, before the employee must begin to utilize their bank of personal time and/or vacation leave. Following this two week period, Employees must utilize their accumulated vacation and personal time to retain paid leave.
- D. Except as provided in Clause B, leave of absence shall be without pay or accumulation of personal time and/or vacation time.

**Section 4. Donation of Leave Time.** An employee who is out of work on an approved leave of absence and has exhausted his/her vacation and sick leave time may request for a donation of paid leave from other employees. An employee may donate up to a maximum of two weeks of time per employee per year. An employee may donate either vacation or sick time or a combination. In order for an employee to donate, the employee must be able to retain at least 60 days of sick/vacation time in his/her bank. During the period of time an employee is receiving donated time, that employee will not accrue sick or vacation time.

## **ARTICLE XVII.      BENEFITS**

Section 1. Employees covered by this Agreement shall continue to be provided all benefits as outlined in this Agreement or equivalent benefits the Employer may subscribe to. The Employer agrees to notify the Union of any proposed changes in providers before changes are implemented. The Employer also agrees to notify all bargaining unit members of open enrollment periods of all benefit providers.

Section 2. Pension Plan.

A. Effective December 31, 2005:

1. The MAUW defined benefit pension plan shall be frozen.
2. MAUW will terminate the Defined Benefit Pension Plan and distribute the plan assets at such time as the plan assets are determined to be sufficient to meet all plan obligations and termination expenses.
  - a. Employees previously participating in this plan shall be immediately eligible to participate in the defined contribution plan as defined in "B" below.
  - b. Employees having completed five (5) years or more of service to this organization shall be eligible for immediate vesting.

B. All full-time employees hired subsequent to the effective date of July 1, 1998, shall be eligible to participate in MAUW's defined contribution plan after one year of service.

C. The contributions to the plan shall be as follows:

1. MAUW shall contribute an amount equal to seven and one-half percent (7.5%) of an employee's earnings to a recognized defined contribution retirement plan.
2. MAUW shall match dollar for dollar every dollar contributed by the employee to a maximum of two and one-half percent (2.5%) of the employee's earnings.
3. The total contribution of MAUW shall not exceed ten percent (10%) of the employee's earnings.

Section 3. Health Insurance.

MAUW shall make available to its eligible employees the opportunity to participate in health, dental, and optical insurance programs. Program benefits will be comparable to existing benefits with the following exceptions, effective as soon as possible after ratification of this Agreement:

- A. The health insurance package will be the BCN Classic HMO Platinum \$500.
- B. Effective July 20, 2012, Employees will pay up to 19% of the total premium. The Employees will pay the deductible costs of the Plan.
- C. Active employees who have alternative health coverage through their spouse or previous employer must waive participation in MAUW's health plan(s) if the alternative health coverage is comparable. Comparable is defined to mean the plan has hospitalization, prescription, office visit, major medical, and out-patient benefits and the total co-premiums for the addition of a MAUW employee does not exceed \$1,500 per year. Employees who select alternative coverage shall receive a wavier amount equal to the amount provided on July 1, 2006. Effective July 1, 2007, all current and future employees shall receive a waiver amount of \$1,000 per year to be paid each July 1. This waiver amount is subject to all applicable taxes. Active employees may rescind their election to receive the waiver payment discussed above and shall no longer receive the waiver payment described herein, and may reinstate their participation in the health insurance plan:
  - 1. Annually during open enrollment time.
  - 2. At any time, should the employees lose their alternate health insurance plan for any reason, they shall be come immediately eligible to re-enroll in MAUW's plan in the next billing cycle, and shall no longer receive the waiver payment described herein.
- F. The Employer will provide as many plan options/choices as possible, subject to provider limitations (current options/choices include Traditional, Community Blue PPO, CMM 250).
- G. The Employer may choose to move to an alternative health insurance plan within the term of this agreement. In the event that the Employer chooses a new health insurance plan, any savings acquired will be allocated towards the Employee.

Any program options made available will be limited to the established employer/employee premium cost sharing scale.

Section 4. Life Insurance. The Employer shall continue to provide life insurance coverage for each employee at the level of:

Clerk / Receptionist	\$50,000
Secretary/Administrative Assistant	\$50,000
Labor Liaison/Associates	\$50,000

Section 5. Employee Death Benefits. In the event of the death of an employee, the employee's designated beneficiary, or in the absence of a designated beneficiary, the employee's estate will be paid as follows:

- A. The full salary of the employee to the end of the pay period in which death occurred.
- B. Payment for all vacation earned but not taken.

Section 6. Disability Benefits: Payment of premiums of insurance for Disabled Persons.

The payment of premiums for hospitalization and life insurance coverages shall be continued for employees and their dependents while the employee is disabled.

Section 7. Life and Health Insurance for Retirees.

- A. For individuals retired from MAUW service prior to July 1, 1999, and previously eligible for "retiree life & hospitalization/health insurance" for themselves and their then current spouse of record, benefits shall be modified as follows:
  - 1. Life insurance in the amount of \$6,000 upon submission of original death certificate, OR a \$2,000 one-time cash payment in lieu of life insurance, to be issued upon receipt of MAUW life insurance benefit waiver form.
  - 2. Complementary health insurance coverage is provided for the former employee/retiree and spouse of record at the time of retirement as an adjunct to Medicare through Social Security. In the event the employee and/or spouse has not as yet reached normal retirement age, regular health insurance coverage is provided until they qualify under Medicare provisions. At that time full coverage would be terminated and complementary coverage would apply. Spousal benefit is non-transferable and is subject to termination should divorce or death occur.
  - 3. Health insurance deductibles, co-pays, premium cost sharing, and plan parameters/limitations as currently established for active employees, or as they may be modified from time to time, shall apply. See Article XVII, Section 3 and Section 7, F, G, and H.
- B. Active employees as of July 1, 1999, who retire from MAUW at normal retirement age of 65 and have provided more than ten (10) but less than twenty (20) years of service to MAUW; or employees whose combination of age at early retirement and years of service to MAUW are equal to or greater than seventy-five (75) shall be eligible for health insurance for themselves, but excluding their spouse, equal to active employees and subject to the same plan

parameters/limitations currently in place, or as may be modified from time to time. See Article XVII, Section 3 and Section 7, F, G, and H.

- C. Active employees who retire from MAUW having reached a minimum age of fifty-five (55) and having completed a minimum of twenty (20) years of service to MAUW shall be eligible for health insurance for themselves and their then current spouse of record at the time of retirement, equal to active employees and subject to the same plan parameters/limitations currently in place, or as may be modified from time to time. See Article XVII, Section 3 and Section 7, F, G, and H.
- D. Spousal benefit is non-transferable and is subject to termination should divorce or death occur.
- E. Retired employees who have alternative health coverage through their spouse or previous employer must waive participation in MAUW's health plan(s) if the alternative health coverage is comparable. Comparable is defined to mean the plan has hospitalization, prescription, office visit, major medical, and out-patient benefits and the total co-premiums for the addition of a MAUW retired employee does not exceed \$1,500 per year. Retired Employees who select alternative coverage shall receive a waiver amount equal to the amount provided on July 1, 2006. Effective July 1, 2007, all retired employees shall receive a waiver amount of \$1,000 per year to be paid each July 1. This waiver amount is subject to all applicable taxes. Retired employees may rescind their election to receive the waiver payment discussed above and shall no longer receive the waiver payment described herein, and may reinstate their participation in the health insurance plan:
  - 1. Annually during open enrollment time.
  - 2. At any time, should the retired employees lose their alternate health insurance plan for any reason, they shall become immediately eligible to re-enroll in MAUW's plan in the next billing cycle, and shall no longer receive the waiver payment described herein.
- F. Effective July 1, 2009, all retirees who are Medicare eligible shall be provided with an amount that will net \$230 a month to assist in covering any "holes."
- G. Effective July 1, 2007, any retirees not Medicare eligible shall pay 35% of any health insurance premium. Effective July 1, 2008, all retirees not Medicare eligible shall pay 50% of any health insurance premium.
- H. Any new hires after October 2, 2006, are not eligible for any retiree health insurance, or retiree health care waiver payment as described above.

Section 8. Mileage. Effective July 1, 2009, all employees who are required to use a personal car for organizational business shall be compensated at the allowable rate approved by the IRS, minus ten cents (\$.10.)

Section 9. Parking. All full-time employees whose primary work location is the organization's offices will be provided parking by the Employer at the Employer's expense. Employees whose primary work locations are not the organization's office will have their parking costs reimbursed at actual expense when in the organization's office.

Section 10. Educational Benefits. With prior approval of the employee's supervisor and the Employer's CPO or his designated management representative, employees who have attained one (1) year of seniority shall be eligible for educational benefits including tuition, fees, lab costs and book costs to be reimbursed to the employee by MAUW upon the successful completion of the course. Said course(s) shall be limited to a maximum of twelve (12) credits per year or \$600 whichever is less; and must be completed with a minimum satisfactory rating ("C" or "2.0" GPA) in order to qualify for reimbursement. The course(s) shall be related to fields applicable to the MAUW position that an employee holds or may reasonably expect to attain through promotion. Approval is contingent upon funds availability.

Section 11. Conferences, Seminars and Trainings.

- A. Employees attending a seminar(s) with the approval of management shall be reimbursed for all related expenses, whether attendance is during work or non-work hours.
- B. Labor liaison staff are allowed conference attendance as follows:
  - 1. One (1) out-of-state conference per year with the Employer's approval.
  - 2. One (1) in-state (Michigan AFL-CIO) conference per year with the Employer's approval.
  - 3. Both out-of-state and in-state conferences, as well as any other seminars or conferences, are subject to the Employer's approval regarding job relatedness and funds available.

**ARTICLE XVIII. GRIEVANCE PROCEDURE**

Section 1. A grievance under this Agreement is a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Section 2. The grievance procedure shall consist of the following steps:

Step 1. Within ten (10) working days from the date of occurrence or reasonable knowledge of occurrence, an employee with what they believe is an office problem and/or potential grievance will go to their Supervisor, with or without their Steward present, and discuss the matter with their Supervisor, giving the Supervisor the opportunity to resolve the problem.

Step 2. If the grievance is not satisfactorily adjusted within five (5) working days of the meeting with the Supervisor, the grievance shall be reduced to writing providing the specific contract provisions involved, the remedy requested, and shall be signed by the Union Steward and shall be filed with the Employer's Management Representative. The aggrieved employee, the Steward, and the Management Representative shall meet to discuss the grievance within five (5) working days of the filing of the grievance. The Management Representative will respond to the grievance in writing no later than five (5) working days following the Step 2 meeting.

Step 3. If the grievance is not satisfactorily adjusted at the second step, the grievance shall be filed with the Employer's CPO within five (5) working days of receipt of Management's second step response. The MAUW CPO shall meet with the aggrieved employee and the Steward to discuss the grievance within five (5) working days from receipt of the grievance. The Employer's CPO shall respond in writing no later than five (5) working days from the third step meeting. The parties agree that the third step may be waived based on mutual agreement.

Step 4. If the grievance is not resolved by the CPO, the Union shall have five (5) working days from the date of the decision in which to appeal the grievance to the committee designated by the Personnel Committee by giving notice in writing to the Committee's Chairperson, delivered to the CPO's office. The Union Steward, the representative of the Union, and the grievant shall meet to discuss the grievance with the committee within twenty (20) working days from the date of the appeal. The committee shall give an answer in writing to all parties within ten (10) working days of said meeting.

Step 5. If the grievance is not resolved at Step 4, the Union may refer the matter to arbitration by delivering written notice to the Employer no later than thirty (30) calendar days following receipt of the decision of the committee. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and/or Federal Mediation and Conciliation Services provided that:

1. If any of the proceedings pertaining to the grievances are pending before any administrative tribunal, agency or court, the arbitration procedure shall be held in abeyance until their resolution.

2. The Arbitrator shall have no authority to alter, add to, or subtract from the provisions of the Agreement. The decision of the Arbitrator shall be made only on the question submitted.
3. Both parties agree to be bound by the decision of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The expense of the arbitration proceeding, including the cost of a transcript for the Arbitrator if the Arbitrator so requests, shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own costs. Grievant(s) and Union Steward shall be given a paid leave to attend arbitration hearings. No overtime shall be paid under this provision.

Section 3. The time limitations set forth in this grievance procedure shall be observed, but may be extended by written agreement of both parties. A grievance may be withdrawn by the Union at any time. Any grievance not settled at any step shall automatically be advanced to the next step.

Section 4. The Employer shall not be obligated to discuss grievances with other than the appropriate designated Steward(s), Union Representative, or their alternates.

Section 5. It is understood that in any step of the grievance procedure, the Employer shall include any management personnel involved in the grievance.

Section 6. Grievance proceedings, as stated in Article XVIII shall be without loss of pay, at the regular straight time rate for the grievant(s) and Steward. It is agreed by the Union and the Employer that said proceedings shall be conducted at the earliest practicable time. The Union agrees, however, that the Employer's primary obligation is to carry out the organization's business and no proceedings will be scheduled which would unduly interfere with that business.

**ARTICLE XIX. CLASSIFICATION AND RATE OF PAY**

Section 1. The parties recognize that as of the effective date of the Collective Bargaining Agreement the following classifications and salary ranges shall be established. Ranges will be updated by the percentage wage adjustments determined under this contract.

**2016-2017 (2%)**

<b>POSITION</b>	<b>Start</b>	<b>2 Year</b>	<b>4 Year</b>	<b>6 Year</b>	<b>8 Year</b>
Clerk	\$22,253	\$24,659	\$27,066	\$29,455	\$31,844



Secretary	\$25,474	\$28,687	\$31,844	\$35,027	\$38,212
Program Specialist	\$31,066	\$34,008	\$38,212	\$41,396	\$44,581
Communication Specialist	\$36,790	\$37,458	\$38,212	\$41,396	\$44,581
Liaison Associate	\$44,581	\$49,358	\$54,134	\$59,937	\$65,740
Director	\$TBD	\$TBD	\$TBD	\$TBD	\$77,699

**2017-2018 (2%)**

<b><u>POSITION</u></b>	<b><u>Start</u></b>	<b><u>2 Year</u></b>	<b><u>4 Year</u></b>	<b><u>6 Year</u></b>	<b><u>8 Year</u></b>
Clerk	\$22,698	\$25,152	\$27,607	\$30,044	\$32,480
Secretary	\$25,983	\$29,260	\$32,480	\$35,727	\$38,976
Program Specialist	\$31,687	\$34,688	\$38,976	\$42,223	\$45,472
Communication Specialist	\$37,525	\$38,207	\$38,976	\$42,223	\$45,472
Liaison Associate	\$45,472	\$50,345	\$55,216	\$61,135	\$67,054
Director	\$TBD	\$TBD	\$TBD	\$TBD	\$79,252

**Section 2.** MAUW, at its discretion, may hire up to the mid point of the approved scale based upon experience. New hire compensation in excess of the salary scale mid point requires MAUW Board of Directors' approval.

**Section 3.** Upon attainment of the top of the salary scale, salary compensation will be capped and may not exceed the established range.

**Section 4. Merit Bonuses.**

Merit shall be defined as a combination of the employee's performance, the employee's job skills, ability, initiative, absenteeism, punctuality, meeting the agreed upon goals of the employee's work plan, and any other appropriate factors. Merit bonuses will not

become a part of the employee's salary base, will not be included in any on-going benefits computations, and will be disbursed in a single payment. Merit bonuses are limited to funds availability, shall not exceed two percent (2%) base pay annually, and are subject to tax assessment.

## **ARTICLE XX. GENERAL**

Section 1. The term "working days" as used in the Agreement means calendar days excluding Saturdays, Sundays, Holidays recognized in this Agreement, and days when the office is closed.

Section 2. There shall be a payroll deduction plan available to employees for United Way pledges, retirement investments and/or financial institution transactions.

Section 3. The specific terms, provisions or conditions of this Agreement cannot be changed or modified during its term, except by mutual consent, in writing, of the Employer and the Union.

Section 4. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 5. The Employer shall provide the cost of the printing of this Agreement. The Union shall receive one copy for each bargaining unit member, and two (2) additional copies for the Union file.

Section 6. The Employer shall notify the Union of all job openings within the bargaining unit. The Union may refer qualified applicants for five (5) days from the receipt of such notice for consideration.

Section 7. The Employer agrees to maintain a high level of sanitary, lighting and general working conditions. The Union further agrees to cooperate with the Employer in meeting these objectives.

Section 8. Employees may use the Union Identification on their work.

Section 9. Bulletin Board. A bulletin board shall be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. This will not be the same bulletin board that is currently used by all staff in Central Services.

Section 10. Union Visits. An authorized representative of the Union shall, upon prior notice to the Employer, have access to the organization's property during normal working hours for the purpose of conferring on matters related to this Agreement. Such conferences will be conducted in a manner that the work of the organization is continued without unreasonable interruptions.

Section 11. Release Time for Union Steward. The Union Steward shall be given reasonable time to complete Union work as relates to this contract. Such work will be conducted in a manner that the work of the organization is continued without unreasonable interruption. The Management Representative will be notified when necessary work is to be done during regular working hours.

Section 12. Personnel File. There shall be one current up-to-date personnel file that shall be in the possession of the designated Management Representative. All employees shall have the right to see their file within twenty-four (24) hours of request. Employees will be notified in writing when items are placed in their personnel file, and may request removal of items from said file in writing to the immediate supervisor with a copy to the Management Representative. A copy of said request shall be sent to the Union Steward. If agreement is not reached regarding the inclusion or removal of a specific document the issue shall be considered a grievance, and will proceed to Step 3 of the grievance procedure. Items of disciplinary action which occurred more than six (6) months prior shall not be used as basis for progressive discipline, providing no further discipline for the same offense has occurred. The employee may submit statement(s) concerning negative reports for inclusion in the personnel file. The employee may be accompanied by the Union Steward or request the Union Steward to view the file if the employee so desires.

Section 13. The Employer will furnish all bargaining unit members with their "staff benefit bank" record within thirty (30) days following the end of each quarter.

Section 14. The Employer agrees to hire labor liaison staff from the organized labor movement.

Section 15. The Employer recognizes that labor liaison staff will continue to be involved with the Employer's Labor Participation Committee meetings and with Michigan State AFL-CIO, as directed by management.

## **ARTICLE XXI. SUCCESSORS**

Section 1. In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by other means enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall call this provision of the Agreement to the

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attention of any firm or individual with which it seeks to make such an agreement as  
aforementioned.

**ARTICLE XXII. DURATION**

This Agreement shall continue in full force and effect from 12:01 a.m. September 1,  
2016 to August 31<sup>st</sup>, 2018.

In witness whereof, the Employer, by its duly authorized agents, and the Union by its  
duly authorized agents, have thereunto signed their names on the 1 day of  
September 2016.

FOR MICHIGAN ASSOCIATION OF  
UNITED WAYS



Scott Dzurka  
MAUW President / CPO

FOR OPEIU 459 AFL-CIO



Lance Rhines  
Service Representative, OPEIU 459



Kaitlynn Colbert  
Union Steward

**Addendum A**

The Michigan Association of United Ways, in an effort to provide adequate and fair compensation to members of the bargaining unit, will review Article XIX, Section 1 – Classification and Rate of Pay and make adjustments to the current pay scale, to be effective January 1<sup>st</sup>, 2017. The new pay scale, once agreed upon by the Employer and the Union, will replace the current pay scale reflected on page 22 and 23 of this agreement.

FOR MICHIGAN ASSOCIATION OF  
UNITED WAYS



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Scott Dzurka  
MAUW President / CPO

FOR OPEIU 459 AFL-CIO



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Lance Rhines  
Service Representative, OPEIU 459



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Kaitlynn Colbert  
Union Steward