

COLLECTIVE BARGAINING AGREEMENT

between

UAW LOCAL 4911

and

OPEIU LOCAL 459

November 30, 2013

to

November 30, 2015

AGREEMENT

This Agreement is made and entered into on December ___2013, by and between Local 4911, UAW (hereinafter referred to as the "Employer") and the Office & Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living 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, so as to secure uninterrupted operation of the office involved.

ARTICLE I - RECOGNITION

Section 1. UAW, Local 4911 recognizes the Union as the exclusive bargaining agency for all its office employees, excluding Supervisors. Furthermore, both the Union and the Employer agree to bargain in good faith on all matters of wages, hours of work, and other working conditions. Any meetings between Management and the Union shall be held during the Employers normal working hours.

ARTICLE II - 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 The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the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. It is a continuing condition of employment that all regular employees covered by this Agreement shall be and remain members of the Union upon completion of their probation period.

Section 2. Union employees shall use the Office & Professional Employees International Union, Local 459, AFL-CIO label on all work done by them (/opeiulocal459afl-cio).

Section 3. The Employer agrees to notify the Union of all unit vacancies and further agrees to interview and give consideration to applicants referred by the Union. The Union will be given five (5) days from the time of notification to refer applicants.

ARTICLE III - PROBATIONARY EMPLOYEES AND TEMPORARY EMPLOYEES

Section 1. Employees hired after the effect date of the first agreement for this bargaining unit shall be considered probationary and shall not become regular employees until completion of ninety (90) calendar days from their date of hire. Probationary employees shall have no seniority rights during this probationary period and their employment may be terminated at anytime in the sole discretion of the Employer. Discharge during the probationary period shall not be subject to the grievance procedure.

Section 2. A temporary employee shall be one who is hired to replace a seniority employee while on vacation, sick leave, leave of absence, etc., and/or to work in a period of emergency. Such employee shall not be a probationary employee or receive any of the contractual benefits.

ARTICLE IV SENIORITY

Section 1. Employees will acquire seniority after ninety (90) calendar days from date of hire, at which time their seniority will date from the original date of hiring.

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

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

Section 3. Employees covered by this contract will be placed on one seniority list and seniority will be office-wide wherever practicable. The Employer will provide the Union with a complete seniority list, including classifications and salaries, and it must be kept up-to-date with changes at all times.

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

ARTICLE V DISCHARGE AND LAYOFF

Section 1. The discipline of any employee shall only be for just cause.

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

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

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

Section 4. An employee about to be laid off shall receive two (2) weeks notice for each year of service or the equivalent in wages. Notice of lay-off will be given in writing to the employee, and a copy will be sent to the Union.

ARTICLE VI - GRIEVANCES AND ARBITRATION

Section 1. A grievance shall be deemed to exist whenever there appears to be a difference of opinion or unsettled misunderstanding between the Employer and the Union or one or more of the employees represented by the Union as to the application of any of the provisions of this Agreement.

Section 2. All grievances will be subject to the following procedure:

- a. The employee shall have the right to be represented by a Service Representative from the Union in handling all grievances.
- b. Any employee shall have the right to present an oral complaint directly to the Employer's President. The employee and the President shall make an effort to effect a settlement that is mutually satisfactory. Any settlement of a grievance thus presented will be reported in writing to the Union and the Employer's Executive Board.
- c. If the employee and the President are unable to settle the grievance, the employee shall reduce the grievance to writing, date it and give it to the President. The President shall state her/his answer in writing.
- d. If the grievance is not answered satisfactorily by the President, the grievance may be

moved to the Executive Board of the Employer. The Union shall give notice to the Employer's President that it desires to move the grievance to the Executive Board.

- e. The Executive Board or a grievance committee of the Executive Board shall meet with the employee and a Service Representative from the Union within ten (10) days for the purpose of settling the grievance.
- f. If a satisfactory settlement is not reached, an impartial arbitrator shall be mutually agreed upon by a list requested from the Federal Mediation and Conciliation Service.
- g. The Employer and the Union will designate their separate choice of arbitrators by the parties' alternately striking names until only one name remains.
In the event the selected arbitrator cannot hear the case within sixty (60) days or a mutually agreed upon time, then the second choice on the list will be contracted, etc.
- h. No arbitrator will have the right to change, add to or subtract from, or modify any of the terms of any written agreement existing between the parties and will be authorized to rule only on the contract and the amendments thereto.
- i. The decision of the impartial arbitrator shall be final and binding on both parties.
- j. The parties shall split the cost of the arbitrator.

ARTICLE VII HOURS OF WORK AND OVERTIME

Section 1. The current working hours for a full-time employee are from 8:00 a.m. to 4:30 p.m. with two (2) fifteen minutes paid breaks and a 1/2 hour unpaid lunch.

Part time employees shall be scheduled to work a minimum of twenty (20) hours per week with one (1) fifteen (15) minute paid break if the employee works more than four (4) hours and two (2) fifteen (15) minute paid breaks if the employee works an eight (8) hour day.

Full time employees (and part time employees who work an eight (8) hour day) may leave at 4:00 or 1/2 hour earlier than usual in lieu of the 1/2 hour unpaid lunch.

It is understood that it may become necessary by mutual agreement, to adjust the starting times, lunch period and quitting times of the employees. In the event an adjustment becomes necessary, starting and quitting times would be at reasonable hours.

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

Section 3. Time and 1/2 will be paid for all work performed on Saturday and Sunday. If a full time employee works on a holiday the employee will receive time and 1/2 in addition to holiday

pay. If a part time employee works on a holiday the employee the employee will receive time worked plus time and 'A.

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

Section 5. Wherever practical, all overtime work shall be distributed among all seniority employees in a manner which will give each employee an equal share of overtime. In case of a temporary employee replacing a full-time employee in accordance with Article III, Section 2, said employee will be permitted to work on an overtime basis when the need arises, during such temporary replacement.

ARTICLE VIII - HOLIDAYS

Section 1. The following days are recognized by the Employer as holidays:

1. New Year's Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Section 2. Full time employees shall receive a days pay on each holiday. Part time employees will receive 4 hours pay only if the employee works the holiday or if the UAW 4911 / Sparrow Contract for Service employees calls for a similar part time employee to receive holiday pay.

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

Section 4. The UAW 4911 office will be closed on the above holidays.

ARTICLE IX - EARNED TIME OFF

Section 1. Employees shall accrue earned time off (ETO) according to the following schedule:

Years of Continuous Service	Accrual Based on Hours Paid
0 through 5	.0616
6 through 12	.0808
13 years and over	.1001

Section 2. ETO hours begin accruing with the first day of employment but they are not credited and are not available for use until after the completion of the probation period.

Section 3. The maximum accrual of ETO is 420 hours. Once an employee's ETO bank reaches 420 hours the employee will be paid for any ETO earned above that amount. Any hours over 420 must be used or will be lost.

Section 4. ETO may be used for vacations, personal leave or for sickness of the employee or her/his family.

Section 5. Vacation schedules shall be arranged on the basis of seniority and shall be mutually agreed to by the employees and the Employer. Vacation requests will be responded to within

seven (7) days following the date of the request. Once approved the vacation date will only be changed by mutual agreement between the employee and the Employer.

Section 6. Employees who become entitled to bereavement pay while on ETO will be paid bereavement pay and their accrued ETO adjusted accordingly.

Section 7. If a holiday occurs while a full time employee is on ETO the employee will receive holiday pay and will not have to use her/his ETO.

Section 8. Upon termination of employment, any unused ETO credit shall be paid to the employee at the prevailing rate for his or her classification.

Section 9. In case of an employee's death, payment of accrued ETO pay shall be made to the beneficiary of the employee or his or her estate.

Section 10. Employees will give the Employer seven (7) days advanced notice for vacation time off. The employer may waive this notice at its discretion.

ARTICLE X - OTHER LEAVES OF ABSENCE

Section 1. ILLNESS AND MATERNITY.

An employee with twelve (12) months seniority will be granted a maternity or illness leave of up to one (1) year and will be returned to his/her job with accumulated seniority at the prevailing rate of pay.

Section 2. BEREAVEMENT

In the event of a death of an eligible employee's immediate family, an excused absence must be taken within two (2) weeks following the date of death.

Full time employees are eligible for three (3) regular days with pay.

Part time employees are eligible for two (2) regular days with pay.
Additional time off may be granted with the use of ETO time.

Immediate family means: Spouse, or person occupying place of a spouse in the household,- Employee's and/or Spouse's children., step children or adopted children, - Employee's and/or Spouse's parents, - Step parent or other person who acts as a parent to the employee,- Employee's and/or Spouse's grandparent,- Employee's and/or Spouse's grandchild,- Employee's and/or Spouse's brother or sister,- Person occupying the place of a parent in the household,- Employee's and/or Spouse's current son-in-law or daughter-in-law.

Section 3. JURY DUTY

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

Section 4. UNION LEAVE

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

Section 5. OTHER LEAVES

Upon written application by the employee, an unpaid leave of absence for a specific purpose and a specified period of time may be granted to an employee, at the discretion of the Employer. However, the Employer agrees to grant a leave of absence whenever practical. If the leave of absence is for a period of ninety (90) days or less, seniority shall accumulate. If the leave of absence is for over ninety (90) days, seniority shall not accumulate beyond the first ninety (90) day period.

ARTICLE XI - INSURANCE & TUITION REIMBURSEMENT

Section 1. INSURANCES FOR FULL TIME

This section shall be open for negotiations if and when the Employer hires a full time bargaining unit employee.

Section 2. INSURANCES FOR PART TIME

If a part time employee buys dental insurance the Employer shall reimburse that employee for 90% of the cost of the (dental) insurance. For example if the dental insurance is \$166.73 per month the Employer shall pay \$150.06 per month. The total amount the Employer shall be required to reimburse shall not exceed 90% of the total cost. There will no opt out for health insurance. The parties may arrange for the Employer to pay the carrier directly.

The employer shall provide part time employees with MEBS 4 Star vision providing the employee pays \$8.00 per month of the premium cost.

Section 3. LIFE FOR FULL AND PART TIME

The Employer agrees to pay for life insurance for full time employees in the amount of 1 times salary with a minimum amount of \$20,000.00. Part time employees shall receive \$10,000 coverage.

Section 4 RETIREMENT PLAN

On a quarterly basis employees will be given a payment equal to nine percent (9%) of their taxable wages for the previous quarter.

Section 5 INSURANCES UPON LAYOFF FOR FULL AND PART TIME

The Employer agrees to pay dental insurance premiums and life insurance premiums for part time employees for a period of three (3) months after lay-off of employees.

This section shall be open for negotiations if and when the Employer hires a full time bargaining unit employee.

Section 6 TUITION REIMBURSEMENT FOR FULL AND PART TIME

The Employer agrees to provide employees tuition reimbursement in the same manner as provided in the UAW 4911 / Sparrow Contract for Service employees.

ARTICLE XII - WORKING CONDITIONS

Section 1. In question of hiring and promotions, only the employee's ability and seniority shall be considered. There shall be no discrimination under any circumstances because of race, creed, sex, political beliefs, union activity, sexual orientation, marital status, age, or national origin.

Section 2. The Employer will grant paid breaks of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon.

Section 3. The Employer will maintain a high standard of sanitation, lighting, and general working conditions.

Section 4. In the event of an administrative change in the officers of Local 4911 UAW, the status of all employees shall be governed by this contract. Employees shall be entitled to retain their same jobs and there shall be no lowering of job classifications.

Section 5. Local 4911 UAW officers and representatives of Local 4911 UAW, shall not engage in any work traditionally performed by the bargaining unit employees unless consented to by the bargaining unit employees or if for any reason the bargaining unit employees are incapable of performing their duties.

Section 6. Any written statement or verbal contract made between the Employer and an employee shall be null and void.

Section 7. No clause in this Agreement shall be understood to imply the lowering of the working conditions heretofore existing in the office of the Employer.

ARTICLE XIII - WAGES

Section 1. Wages

Employees shall be paid \$19.62 per hour. December 1, 2013 — November 30, 2015 the hourly rate shall *be* increased by same amount called for in the UAW 4911 / Sparrow Contract for Service employees.

Section 2. Longevity Bonus

Employees shall receive a longevity bonus in the same manner called for in the UAW 4911 / Sparrow Contract for Service employees.

Slott 3. When an employee is filling in on a higher-rated job, said employee will receive the appropriate rate for that job assignment.

ARTICLE XV - DURATION

Section 1. This Agreement shall remain in full force and effect until November 30, 2015. In the event either party wishes to change or amend the Agreement, notice shall be given by either party to the other in writing sixty (60) days prior to the anniversary date of this Agreement, and this Agreement shall remain in effect until a new agreement is reached.

Date Signed:

For the employer:

Joe Douglas, President

Rose VanSchoick, Secretary-Treasurer

For the Union:

Lance Rhines, Service Representative

Sandy Stenske