

UAW 19

## AGREEMENT

### PREAMBLE

1. This Agreement is entered into as of the 1st day March 2013 between UAW Local 19 (hereinafter referred to as the Employer) and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the Union).

2. Both parties being desirous of maintaining a harmonious relationship between themselves for the purpose of promoting the best interest and fraternal relations of both Unions and for the purpose of defining their mutual rights and obligations, do hereby agree as follows:

### RECOGNITION

3. The Employer recognizes the Union as the exclusive bargaining agent for all Employees working in classifications listed in Appendix A and A-1 contained in this Agreement, and shall bargain in good faith with the Union on all matters of wages, hours of work, and working conditions.

### UNION SECURITY

4. It is a continuing condition of employment with the Employer that all Employees covered by this Agreement shall be and remain good-standing members of the Union. Persons refusing to join the Union or losing their membership in the Union by refusal or failure to pay their dues shall not be retained in the employ of the Local Union.

5. The Union shall indemnify and hold harmless the Employer against any and all liability, which may arise by reason of the deduction by the Employer of money as Union initiation fees and membership dues from Employees wages and/or the termination of any Employee for failure to pay dues or fees in accordance with paragraphs 4, 6, and 7 of this Agreement.

#### UNION MEMBERSHIP

6. An Employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union upon working the amount of hours equal to a contractual work week in any 40-day period following the effective dates of this Agreement, and shall become a member of the Union on the first day of the month following the 40-day period in which s/he worked, and shall remain a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of this Agreement.

#### CHECKOFF

7. The Employer agrees to deduct the union dues, initiation fees and assessments from the first pay period of each month for all members of the Union upon receipt of a written assignment from each Employee who is to be checked off.

#### FUNCTIONS OF EMPLOYER

8. The Employer retains the exclusive rights and functions of directing the work force, including the right to terminate Employees for just cause, managing the offices and properties, establishing shifts and the hours that the Employers office shall be open except as abridged or modified by the provisions of this Agreement. These rights and functions are vested exclusively in the Employer.

9. The Union and its members recognize that certain functions, activities, and documents of the Employer must be kept confidential. An employee who breaches confidentiality may be disciplined at the Employer's discretion up to and including termination.

## HOURS OF WORK

### Office Clerical Employees:

10. The seven (7) day week on which this Agreement is based shall be the calendar week beginning 12:01 a.m. Monday through Midnight the following Sunday. The normal work week during which services will be performed by office clerical Employees shall be Tuesday thru Friday (32) hours per week and the normal work day shall be 8 am to 4pm (\_8\_) hours per day, Tuesday through Friday. Neither this nor any other provision in this agreement is a guarantee of any specific number of hours of work per week.

**Maintenance and/or Janitorial Employees:** The following is not applicable during this agreement. Sections 11 & 12

11. The normal work week for maintenance and/or janitorial Employees shall be \_\_\_\_\_(\_\_\_\_) hours per week, and normal work day shall be \_\_\_\_ (\_\_\_\_) hours per day, Monday through Friday.

### Flex Time:

12. If mutually agreed, Flex Time is permissible for all classifications covered under this Agreement.

**Overtime Pay:**

13. Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in a week or on Saturday. Double time shall be paid for all work performed on Sunday. Overtime must have prior approval and will be paid in quarter hour increments.

14. Overtime shall be equalized among Employees within the same classification wherever practicable.

15. Under no circumstances will there be any pyramiding of overtime.

**Rest Periods:**

16. The Employer shall grant two rest periods per day of ten minutes each.

**SENIORITY**

17. A full-time Employee is an employee who regularly works the normal work week described in paragraph 10 or 11. A part-time Employee is an Employee who is hired to regularly work less than the normal work day or less than the normal work week.

18. A full-time Employee shall acquire seniority upon satisfactory completion of a probationary period of ninety (90) calendar days from the date of hire, after which seniority will be as of the original date of hire provided that the Employer has the unconditional right to terminate the Employee during the ninety (90) calendar day probationary period.

19. A part-time Employee shall attain seniority after completing a probationary period by working ninety (90) calendar days within a six (6) month period and the Employees seniority date shall revert back ninety (90) calendar days from the Employees (90th) calendar day of work.

20. Seniority shall be classification wide and the Employer shall provide the Union with a complete seniority list of their Employees, including classifications and hourly rates on the effective date of this Agreement and such list shall be kept up-to-date thereafter.

**Loss of Seniority:**

21. Seniority rights shall be lost and the Employee shall be permanently removed from the seniority list for the following reasons:

- a. an Employee quits or retires;
- b. an Employee is discharged for just cause;
- c. an Employee is laid-off for a continuous period equal to the seniority the Employee had acquired at the time of such lay-off;
- d. an Employee is on sick leave for greater than three (3) years;
- e. a laid-off Employee fails to return to work within three (3) working days after the Employee is notified to return by registered mail, return receipt requested mailed to the Employees last known address on the Employers record. If employed elsewhere at the time of the recall, the Employee must return to work the first working day after providing the present employer with the

required notice of termination, but not more than five (5) working days after the notice is mailed;

- f. an Employee is absent three (3) consecutive working days without notification to the Employer (an absent Employee has the responsibility to notify the Employer the first day of absence); or
- g. an Employee fails to return to work within three (3) regularly scheduled working days after the expiration of any leave of absence unless such leave has been extended in accordance with this Agreement.

**Part-time Seniority Employees:**

- 22. Part-time Employees may be hired when necessary.
- 23. For part-time employees, scheduling of available hours to the extent possible will be by seniority.

**Lay-Off and Recall:**

24. In the event of a decrease in volume of work to such an extent that a lay-off of an Employee is made necessary or for any other reason that would require a reduction in force, the principle of seniority shall be applied, wherever practicable, on a classification-wide basis provided that the Employee who remains at work has the skills and ability to perform the remaining work. Recall to work shall be in the reverse order of lay-off, wherever practicable. Seniority shall accumulate during such lay-off, except as otherwise provided by this Agreement.

25. If mutually agreed, an Employee with the greater amount of seniority may elect to take a lay-off over an Employee with a lesser amount of seniority, provided that the senior Employee who elects the lay-off will remain on lay-off for the entire period of such lay-off; and provided further that there is an Employee capable of performing the required work without additional training who remains in active employment.

26. Employees who are temporarily upgraded in classification group and pay grade during the period of lay-off will be downgraded to the classification group and pay grade held prior to the lay-off, upon return of the seniority Employee from lay-off.

27. A full-time seniority Employee on lay-off or to be laid-off shall be required to accept temporary or part-time work to retain his/her seniority. A full-time seniority Employee who accepts temporary or part-time work rather than be laid-off shall, for a period of three (3) months, continue to have insurance coverage paid by the Employer the same as a full-time Employee where such coverage is available from the insurance carrier.

28. A full-time seniority Employee to be laid-off shall receive two (2) weeks notice, or the equivalent time in work or pay to satisfy the required two (2) weeks notice, except in cases of unusual circumstances, which might prevent such notice being given. Notice of lay-off shall be given to the Employee verbally, immediately.

29. A part-time seniority Employee to be laid-off shall receive a two (2) week notice, or the equivalent time in work or pay, except in cases of unusual circumstances, which might prevent such notice being given.

**Time Limits:**

30. Time limits in this Agreement shall not include Saturdays, Sundays or observed holidays.

**PAID LEAVES OF ABSENCE**

31. Employees on paid leave of absence will continue to accrue seniority, will continue their eligibility for Employer-sponsored insurance benefits and will continue to be paid throughout the leave. The following constitute paid leaves of absence:

**Sick Leave Pay:**

**Employees hired after 10/01/2012**

32. A full-time seniority Employee, with at least one (1) year of seniority, shall be entitled to five (5) days of sick leave with pay per year. Any unused portion of these five (5) days will not be paid at the end of the calendar year. All employees hired prior to 10/01/2012 will receive twelve (12) paid sick days per year with five (5) of those being set aside for personal use. Unused days will not be paid at the end of the calendar year.

34. In the event any Employee receives any accident or sickness insurance benefits for which the Employer has paid the premiums or contributed thereto, the Employer may deduct any amount of benefits received by such Employee from sick leave pay on a prorated basis for sick leave paid.



**Funeral Leave:**

35. Funeral leave shall be available if it is provided to members of Employer. The funeral leave shall be the first five (5) normally scheduled working days in the case of the death of an Employee=s: Current Spouse, Parent, Step-Parent, Child or Step-Child. The five (5) day limit will also apply in cases of multiple deaths of members of the Employee=s immediate family resulting from a single accident. Upon request, formal documentation will be provided to the Employer.

36. Employees shall be entitled to funeral leave of the first three (3) scheduled working days after the death of any of the following relatives: Brother or Sister, Step-Brother/Sister, Half-Brother/Sister, Current Spouse=s Parent, Grandparent, Grandchild, or Current Spouse=s Step-Parent.

37. In the event that there are extenuating circumstances (e.g. the death occasioning the leave is out of state) the Employer and Employee may by mutual agreement change the scheduling of the funeral leave.

**Jury Duty Leave:**

38. A seniority Employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty. The amount of jury duty leave pay shall be reduced by the amount of compensation received by the Employee from the court. An Employee must give the Employer at least three (3) days prior notice that the Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the day or days for which the Employee claims such payment. The Employee will be granted jury duty leave for the duration of the Employees jury service. Seniority will accumulate during jury duty leave.

## UNPAID LEAVES OF ABSENCE

39. Unless otherwise specified, Employees on unpaid leaves of absence shall continue to accrue seniority for two (2) months of their unpaid leave, and their eligibility for Employer-sponsored insurance shall continue only through the end of the month in which their leave begins. Thereafter, health insurance may be continued by the Employee pursuant to COBRA. The following constitute unpaid leaves of absence.

### Maternity Leave:

40. An Employee with at least one (1) year of seniority shall be entitled to maternity leave up to two (2) months with accumulated seniority during such leave. Full time seniority Employees on maternity leave of absence who have sufficient service to qualify for health-surgical-medical insurance shall continue to be covered by Employer-sponsored insurance (except sickness and accident) for the first two (2) calendar months following the month in which the maternity leave begins. Thereafter, such Employees may continue their insurance coverage pursuant to COBRA by paying the monthly COBRA premium payments in advance for the then full subscription rates for such health benefit coverage.

### Illness Leave:

41. An Employee with six (6) months seniority or more shall be entitled to an illness leave with accumulative seniority for a period of thirty six months (36). With a long-term illness leave of three (3) months or longer, the Employer may request an IMO at the Employers expense. The Employer reserves the right to order an independent medical observation (IMO) when an employee is on disability leave if abuse is suspected.

**Union Business Leave:**

42. Leave of absence with accumulated seniority shall be granted in the event an Employee is elected as a paid officer of the OPEIU, to act as a delegate to an AFL-CIO Convention, or in such other capacity or activity as may be designated by the Union.

43. While an Employee is on an approved Union Leave of Absence, the Employer will continue to make pension payments to the pension plan. These payments will be reimbursed monthly to the Employer by OPEIU Local Union 459.

**Personal Leave:**

44. A personal leave of absence of up to three (3) months with accumulated seniority may be granted at the Employers discretion upon written request from the Employee. Employees on personal leave shall be covered for life insurance, accidental death and dismemberment, and hospital-surgical-medical insurance for a period up to three (3) months only. If the leave is extended beyond three (3) months, thereafter, such Employees may continue their hospital-medical-surgical insurance coverage by paying the COBRA monthly premium payments in advance for the then full subscription rates for such health benefit coverage.

**Family Leave Act:**

45. Available time off under the Federal Family Medical Leave Act shall be computed on the basis of a rolling year based on the twelve (12) months immediately preceding the requested leave.

**Military Leave:**

46. The Employer agrees to abide by the provisions of the Selective Service Act and to judicial interpretations with regard to leave of absence for military service and the Employees rights to re-employment upon completion of such military service.

**RETURN FROM LEAVE OF ABSENCE:**

48. An Employee granted a leave of absence shall be returned to work in the same classification at the prevailing rate of pay except where the lay-off and recall provisions of this Agreement are applicable.

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

50. A replacement employee shall accrue no credit toward seniority nor benefits and, at the Employers option, may be terminated upon the return of the Employee on leave of absence for whom the replacement employee replaced.

**GENERAL**

51. Employees shall be required to use the OPEIU/AFL-CIO union label or bug on all work performed by them. Example: /opeiu(L.U.)afl-cio. The Employees initials shall be included on all work done by them.

52. If the Employer determines that it is necessary to create a new position or modify an existing position, it will bargain with the Union concerning the wages, hours and other terms and conditions of the new or modified position.

53. When there is an opening for promotion, a new job is created, or temporary vacancies occur, preference shall be given on the basis of classification-wide seniority in line with ability to perform the work except for Secretary to Officer. Such opening shall be posted for at least five (5) working days, and all Employees within the relevant classification shall have the right to apply for the job.

54. Subject to challenge through the grievance procedure, ability shall be determined by the Employer. The trial period shall not exceed thirty (30) working days, but may be extended by joint agreement of the Union and the Employer. An Employee failing to qualify for such opening shall be permitted to return to his/her former position.

55. Before hiring from the outside, present Employees will be given the opportunity to train for any promotion, new job, or temporary vacancy.

56. The Employer shall maintain a high degree of sanitation, heating, lighting, and safe ergonomically-correct working conditions to the best of their ability.

57. The Employer will make every effort to spray pesticides during non-business hours when commercial service is brought in.

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

59. An Employee leaving the service of the Employer shall, upon request, be furnished with a written verification of employment.

60. A change in administration will not be a reason for changing an employees job classification or wages, except for the classification of Secretary to Officer.

61. In the event of proposed technological changes, such as the introduction of automatic office machinery, the Employer agrees to discuss with the Union Representatives such changes before they are made, and further agrees to offer such employment to the present Employees before hiring from the outside market. The Employer agrees to give each Employee a reasonable time to qualify for such new employment.

62. The Employer shall reimburse Employees, upon proof of successful completion of course, for tuition, books, fees and wages for any course requested or determined by the Employer to be necessary to the work being performed or considered to be in the best interest of the Employer.

63. Unless otherwise agreed, Local Union Officers or representatives of the Employer shall not engage in any work normally or customarily performed by the bargaining unit Employees which deprives these Employees of regular work or earnings within the place of employment. This section is not intended to interfere with the responsibilities of the Local Union Officers as defined in the UAW Constitution and its defined practices, policies, and procedures.

64. Unless otherwise agreed, no work, which is normally or customarily performed by Employees within a classification covered by this Collective Bargaining Agreement, shall be subcontracted by the Employer to any outside source or agency. It is the policy of the Employer to fully utilize seniority Employees under circumstances in which it is reasonable

and practicable to do so in the performance of work which they have normally or customarily performed.

65. In case of an Employees death, payment of all monies due the deceased shall be made to the designated beneficiary of the Employee. In the event there is no designated beneficiary, such payments shall then be made to the deceased Employees estate.

#### **NO DISCRIMINATION**

66. The Employer will not discriminate on the basis of race, color, religion, creed, age, sex, disability, marital status, union activity, or national origin.

#### **SEXUAL HARASSMENT**

67. Employer submitted UAW Administrative Letter No. 5, Volume No. 47, dated November 2, 1998, Policy on the Elimination of Workplace Sexual Harassment to become an integral part of this Contract. (See letter attached, at back of contract following list of Member Locals).

#### **DICIPLINE PROCEDURE**

a) Progressive disciplinary steps:

1. An oral warning documented in writing by the Employer
2. A written warning by the Employer.
3. Up to three (3) working days off without pay.
4. Discharge

## GRIEVANCE PROCEDURE

### Union Stewards:

68. The Employee(s) of the Employer shall elect a Steward to represent them in the handling of grievances.

### Employer Representative:

69. Employer shall designate an official(s) who shall meet with the Union for the purpose of settling grievances.

### Definition of Grievance:

70. Grievance is defined as a complaint that a provision of this Agreement has been violated. When an Employee has a grievance against the Employer, it shall be processed in accordance with the grievance procedure hereinafter provided.

71. The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.

72. Any grievance that either (a) is not processed or (b) is disposed of in accordance with the grievance procedure shall be considered settled, and such settlement shall be final and binding upon the Employer, the Employee(s) involved, the Union, and its members.



73. A grievance must be raised with the Employer no later than ten (10) days from the date the Employee becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance.

74. Time limits in the above grievance procedure may be extended by mutual agreement, in writing.

75. Any grievance not appealed or extended by mutual agreement within the time limits provided in this grievance procedure will be settled on the basis of the last written answer by the Employer.

**All Grievances Shall Be Subject To**  
**The Following Grievance Procedure:**

**Step I:**

76. An Employee believing there is cause for a grievance may, at his/her option, discuss the matter directly with the designated representative of the Employer or may take it up with the Steward. Either the Employee or the Steward must initiate oral discussion with the Employer's representative within ten (10) days of the occurrence that is the subject of the Grievance. The Employer's representative shall provide a written response to the Grievance within five (5) days of the initial oral discussion.

**Step II:**

77. If the answer in Step I is not satisfactory, the Union has five (5) days from receipt of the Employer's first step answer to appeal the Grievance to Step II.

78. The Employer and the Union will be entitled to up to three (3) representatives each at the Step II meeting.

79. The Employer shall answer the grievance in writing within ten (10) days following the Step II meeting.

80. If the answer in Step II is not satisfactory, the Union must appeal the grievance in writing to Step III Arbitration, within fifteen (15) days following receipt of the Employers answer in Step II, and deliver the appeal to the Employer.

**Step III - Arbitration:**

81. Within ten (10) days after receipt of the written appeal to Step III Arbitration, from Step II, the parties shall meet and select an impartial Arbitrator by mutual agreement.

82. In the event mutual agreement on an impartial Arbitrator cannot be reached within the above period of time, the parties will sign and submit a joint letter to the Federal Mediation and Conciliation Service (FMCS) requesting a list of available Arbitrators.

83. Upon receipt of the list of Arbitrators from FMCS, the parties shall meet within five (5) days and select an Arbitrator from the list by mutual agreement or by alternately crossing out names until an Arbitrator is selected.

84. The Arbitrator shall be empowered to rule on all grievances that are processed in accordance with the requirements of the grievance procedure.

85. The decision of the Arbitrator shall be final and binding on both parties.

86. The cost of the Arbitrator shall be borne equally by the Employer and the Union. Each of the parties shall be responsible for their cost of arbitration.

87. The Arbitrator shall have no power to add to, or subtract from or modify any of the terms of any Agreement between the parties.

88. The Arbitrator shall have no power to rule on established wages and classification structures.

89. The Arbitrator shall have no power to substitute his/her discretion for the Employers discretion in cases where the Employer has been given discretion by this Agreement, except that where he/she finds discipline or discharge is in violation of this Agreement, he/she may make appropriate modifications of the penalty.

90. The Arbitrator shall have no power to rule on any dispute concerning the Employers right to maintain control over all office and maintenance operations and to establish hours of work as necessity requires.

91. In rendering decisions, the Arbitrator shall have due regard for the responsibilities/rights of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities/rights except as they may be specifically conditioned by this Agreement.

**Finality of Arbitrator Awards:**

92. There shall be no appeal from an Arbitrators decision. It shall be final and binding on the Union, its members, the Employee(s) involved, and the Employer.

93. The Union and the Employer will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any court, agency or labor board from a decision of the Arbitrator.

#### HOLIDAY PAY

94. Employees shall be entitled to holiday pay of eight (\_8\_) hours for each of the holidays listed below provided that the Employee: (1) has seniority as of the date of the holiday, (2) would otherwise have been scheduled to work on the holiday, and (3) works the last scheduled day before the holiday and works the first scheduled day after the holiday. The holidays for which holiday pay will be paid are: the same as the Local 19 Presidents. There will be a \$150.00 holiday bonus, for full time employees only, to be paid in December of each year.

#### VACATION PAY

Vacation Time Off With Pay: Employees hired after 10/01/2012

95. On each anniversary of his/her date of hire, a seniority Employee on the active payroll shall become eligible for vacation time off with pay in accordance with the following schedule: Full time employees only are eligible for vacation pay.

Eligible Employees with a seniority of:

- a. One (1) year but less than three(\_3\_) years, the vacation pay allowance is one (\_1\_) weeks pay.

- b. three(3) years but less than five(5) years, the vacation pay allowance is two(2) weeks pay.
- c. five(5) years but less than ten (10) years, the vacation pay allowance is three (3) weeks pay.
- d. ten (10) years or more the vacation pay allowance is four (4) weeks pay.

96. Eligible Employees who resign or retire in accordance with the notice requirements of this Agreement, before they have taken their vacation, shall be entitled to a percentage of the full vacation pay allowance shown in the preceding paragraph. The percentage to which the eligible Employee is entitled is based on the number of pay periods the Employee has worked in his eligibility year, in accordance with the following table:

Pay Periods	Percentage of Full Vacation Pay Allowance
42	100%
37	90
34	80
30	70
26	60
21	50
17	40

15	30
	Less than 15 weeks is ineligible

97. If the Employee has taken some vacation prior to leaving employment, the amount of vacation pay computed in accordance with the table in paragraph 90 herein shall be reduced by the pay for the number of weeks/days of vacation the Employee has already taken.

98. Employees who are dismissed for cause or who quit or tender resignation without a proper two (2) week notice, unless waived by the Employer, shall forfeit accrued vacation pay.

99. Should a holiday occur during the vacation period of an Employee such Employee shall receive an additional day off with pay for the holiday.

100. To the extent practicable, vacation schedules shall be arranged on the basis of seniority and shall be mutually agreed to by Employees and the Employer.

101. Employees hired after 10/01/2012 will follow the shutdown guidelines as outlined. The Employee will use vacation during any week the Employer is closed down as a scheduled shutdown (e.g. vacation or holiday shutdown or shutdown of the employer which employs the Employer's members).

102. Employees who are not able to take or complete their vacation during the vacation year because of the Employers need for their services will not forfeit their vacation, but will be granted payment in lieu of such vacation within the first two (2) pay periods in December. Any vacation pay in lieu must be mutually agreed to between Employee and Employer.

### INSURANCE

103. The Employer will provide the following insurance coverage for all eligible, full time seniority Employees on the active payroll provided the Employee does not have comparable insurance available to the Employees spouse. The Employer may change the insurance carrier provided the benefits remain substantially the same. The specific terms of the insurance coverage are described in the insurance booklet(s) which are incorporated herein:

- a. Life and Accident Death and Dismemberment Insurance in the amount of \$50,000;
- b. Optional Term Life Insurance for Employees and their dependents through Employee Payroll Deduction;
- c. Sick and Accident Insurance in the amount of 80% of pay;
- d. Hospital/Surgical/Medical Insurance;
- e. Prescription Drug Program;
- f. Vision Care; or supplement cost if coverage not provided of \$41.00 per month to be paid April 1<sup>st</sup> of every year.

- g. Dental Plan.
- h. Employees hired after 10/01/2012 will have a \$500/1000 deductible per year and will cover the employee only. Family coverage would be available to the Employee at their own cost through payroll deduction.

Employees not utilizing insurance through the employer shall receive an additional \$1.75 per hour worked. If such Employee should experience a significant/qualified life event and need to be insured through Employer, then supplement will be discontinued. Employees that experiences significant/qualified life event will be reinstated on insurance as soon as possible by Employer, generally the 1<sup>st</sup> day of the following month that request is made.

#### INSURANCE EFFECTIVE DATE

104. Full time Employees hired on or before October 1, 2012 shall be covered by the insurance provisions of this Agreement the first day of the month following the month in which they obtained seniority. Employees hired after October 1, 2012 will have a one year waiting period for insurance benefits.

105. All insurance coverage (except weekly sickness and accident benefits) will be continued for seniority Employees on lay-off in accordance with the following schedule:

1-10 years seniority -	2 months
11-20 years seniority-	3 months
Over 20 years seniority-	4 months

The insurance coverages will be terminated if the Employee accepts employment with another Employer which provides insurance.



## RETIREMENT INCOME PLAN

106. Employees are covered by the National Industrial Group Pension Plan (NIGPP) in accordance with the terms of that Plan which are under separate cover.

- a) Contact NIGPP for a Beneficiary Claim Form.
- b) The NIGPP website is [www.nigpp.org](http://www.nigpp.org). The phone number is (800) 321-2393.
- c) A 30/62 provision is available under the current Pension Plan.
- d) The benefit level is currently \$ 46.80 per month, per year of credited service.

All future retirees with less than 10 years seniority will not be entitled to any life insurance coverage. Employees with greater than ten years seniority will have \$5,000 life insurance coverage. All retirees will have medical insurance reimbursement in a monthly maximum amount of \$225.00

## NO STRIKE OR LOCKOUT

107. During the term of this Agreement, the Union guarantees that there will be no strike, work stoppage or slowdown, and the Employer agrees that it will not lock out its employees.

## **CLASSIFICATION AND RATES**

108. The job classifications and hourly wage rates for bargaining unit employees are listed in Appendix A and Appendix A-1 (new hires).

## **COMPLETE AGREEMENT**

109. This Agreement represents the entire agreement of the parties. The parties agree that all previous agreements, both oral and written, as well as past practices are cancelled, void and of no further effect.

## **TERM OF AGREEMENT**

110. This Agreement shall become effective 03/01/2013 and remain in full force and effect through 03/01/2018 and shall automatically renew itself for periods of one (1) year thereafter unless either party serves written notice upon the other not less than sixty (60) days prior to the expiration date of its desire to terminate or amend the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 1<sup>st</sup>  
day of March, 2013.

For the Union

OPEIU Local 459

By James Holland

By Lance A. Klines

For the Employer

UAW Local 19

By Patricia Kramer

By \_\_\_\_\_

**APPENDIX A**

<u>Classification</u>	<u>Start</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>	<u>5<sup>th</sup> Year</u>	<u>6<sup>th</sup> Year</u>	<u>Max.</u>
<b><u>CLASSIFICATION A:</u></b>							
<u>Group I</u>	\$ 19.19	\$	\$	\$	\$	\$	\$ 19.19
Bookkeeper A							
Bookkeeper-Secretary							
<u>Group II</u>	\$ n/a	\$	\$	\$	\$	\$	\$
Bookkeeper B							
Secretary to Officer							
<u>Group III</u>	\$ n/a	\$	\$	\$	\$	\$	\$
Assistant Bookkeeper							
General Office Secretary							
Stenographer							
<u>Group IV</u>	\$ n/a	\$	\$	\$	\$	\$	\$
Membership Clerk							
Clerk-Typist							

General Office

CLASSIFICATION B:

Group V \$ n/a \$ \$ \$ \$ \$ \$ \$  
Maintenance

Group VI \$ n/a \$ \$ \$ \$ \$ \$ \$ \$  
Janitor  
Building-Custodian

APPENDIX A1 (NEW HIRES)

Classification      Start      2<sup>nd</sup> Year      3<sup>rd</sup> Year      4<sup>th</sup> Year      5<sup>th</sup> Year      6<sup>th</sup> Year      Max.

CLASSIFICATION A:

Group I \$ n/a \$ \$ \$ \$ \$ \$ \$  
Bookkeeper A  
Bookkeeper-Secretary

Group II \$ n/a \$ \$ \$ \$ \$ \$ \$ \$ \$  
Bookkeeper B  
Secretary to Officer

Group III \$14.00 \$ \$ \$ \$ \$ \$ \$ \$ \$14.00  
Assistant Bookkeeper  
General Office Secretary  
Stenographer

Group IV \$ 13.00 \$ \$ \$ \$ \$ \$ \$ \$ \$13.00  
Membership Clerk  
Clerk-Typist  
General Office

CLASSIFICATION B:

Group V \$ n/a \$ \$ \$ \$ \$ \$ \$ \$ \$  
Maintenance

Group VI \$ n/a \$ \$ \$ \$ \$ \$ \$ \$ \$  
Janitor Building-Custodian

LETTER OF UNDERSTANDING  
SUBJECT: VACATION PAY CURRENT EMPLOYEE

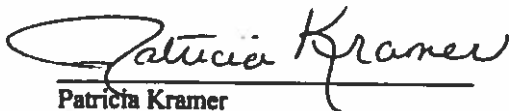
It is understood that the current employee of Local 19, (Sheila Holland), is to be paid vacation pay at the rate of \$19.19 per hour x 40 hours for each vacation week allowed. This is non precedent setting and will be discontinued when current employee ("Sheila Holland) leaves the employ of UAW Local 19. All employees hired after the date of 10/01/2012 will be paid at their current weekly hours when vacation time is earned.

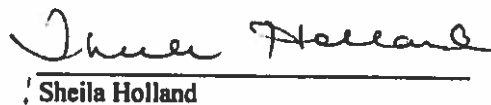
Example: An employee working 32 hours a week will be paid 32 hours for each vacation week earned. If the employees is working less than 32 hours a week, they will be paid at their normal weekly hourly rate.

Dated this 1<sup>st</sup> day of March, 2013

For the Union  
OPEIU Local 459

For the Employer  
UAW Local 19

  
Patricia Kramer

  
Sheila Holland