

AGREEMENT

between

United Way of South Central Michigan

and

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

[Effective Ratification Date], 2024 - March 31, 2027

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WORKING AGREEMENT

This agreement is entered into this [Effective Ratification Date, 2024] between United Way of South Central Michigan, or its successors for the current employees at the time of the effective date of this agreement hereinafter referred as the "Employer" or "United Way" or "UWSCMI" and Office and Professional Employees International Union, Local 459, its successors or assigns of the American Federation of Labor and the Congress of Industrial Organizations, hereinafter referred to as the "Union," "OPEIU," the "Unit", or the "Bargaining Unit."

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

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

ARTICLE 1 - RECOGNITION

SECTION 1

The Employer recognizes the Union as the exclusive bargaining agent on matters of wages, hours of work, and conditions of employment for the employees assigned to and primarily working for the benefit of Clinton, Eaton, and/or Ingham Counties, or currently a member of the union, as provided for in the certification numbers R71-1378 and R71-J- 396 by the Bureau of Employment Relations, Department of Consumer & Industry Services: all Program Assistants, Associates, Senior Associates, all full-time and regular part-time Administrative Staff, typist- central services and general posting clerks; excluding supervisors, labor staff representatives, confidential employees, executive employees, bookkeeper, guards and all other employees.

SECTION 2

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

SECTION 3

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

become members of the Union for the duration of this Agreement upon completion of their probationary period.

SECTION 4 The Employer agrees to use the designated symbol of the Allied Trades Printing Union Label - AFL-CIO or the OPEIU label, on its general campaign material.

SECTION 5 The Employer will notify the Union of the status of all bargaining unit employees of UWSCMI at the time of hire. This list shall include: seniority, wage levels, and benefits for all bargaining unit employees, probationary period information and other information as it relates to the bargaining unit on a request basis.

SECTION 6 Meetings for the purpose of conducting union business is to be held on non-work time which may include taking vacation or personal time. Management will cover the phones and reception area to allow union business to be conducted over the employee's lunch hour.

ARTICLE 2 - PART-TIME AND TEMPORARY EMPLOYEES

SECTION 1 Part-time seniority employees shall be employees who are hired on a permanent basis to work less than the hours as agreed on in Article 4, Section 1, and shall be granted benefits hereunder as outlined.

SECTION 2 A temporary employee shall be one who is hired on a temporary basis not to exceed three (3) months unless such time is extended by mutual agreement between the Employer and the Union. Temporary employees shall not be hired or retained if they deprive regular part-time or seniority employees of their regular straight time earnings. A temporary employee shall not work more hours than seniority employees in any one-week unless seniority employees refuse overtime offered.

SECTION 3 Temporary and/or part-time employees shall not be paid at an hourly wage higher than bargaining unit employees within the same position or comparable job classification.

ARTICLE 3 - CHECK-OFF

SECTION 1 Check-Off - The Employer agrees that it will deduct Union membership dues from the pay of any employee member who shall furnish to the Employer written authorization for such deductions. United Way and Union dues deductions will be included on employees' W2 forms.

SECTION 2 Deduction Dates - All deductions shall be made from the first pay of the month. In the event that an employee is absent from work for that week

without pay, the deduction shall be made from the first pay of the following month, together with the deduction for that month.

SECTION 3

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

SECTION 4

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

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

SECTION 1

The normal full-time workweek shall consist of 37 1/2 hours. The office is open from 8:30 a.m. to 5:00 p.m. An employee may work more or less than the normal full-time workweek providing the total hours worked during the bi-weekly reporting period (Sunday to Saturday) equals the required 75.0 hours for full-time personnel. Supervisor approval is required. Each employee assumes the responsibility to make their request in a timely manner that is consistent with their circumstances and respects the need for coordination to ensure no disruption in the accomplishment of office work. Part-time employees' regular schedules shall be less than the above.

An unpaid lunch period of one hour shall be given each day. An employee may waive their lunch hour to condense their workday.

SECTION 2A Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in any one week by non-exempt employees. Straight time shall be paid for the hours worked over seventy-five (75) hours up to eighty (80) hours per pay period.

SECTION 2B Compensatory time off at the rate of one (1) hour for (1) hour shall be granted to exempt employees, for additional hours exceeding the normal workweek, thirty-seven and one-half (37 1/2) hours. Any additional hours worked in excess of six (6) hours above a regular scheduled work week needs prior approval from their supervisor. Compensatory time earned shall be used by the end of the following quarter.

SECTION 3 Program Assistants will be paid double time for Saturday hours that result in exceeding 40 hours in the work week and for all hours worked on Sunday. Program Assistants must receive prior approval from their supervisor for any hours to be worked on Sunday.

SECTION 4 All overtime work for Program Assistants shall be distributed among all Program Assistants equally wherever practical.

SECTION 5 Any hours worked requiring payment of time and one-half or double-time requires pre-approval from their supervisor.

SECTION 6 Each Administrative and professional employee shall receive a fifteen (15) minutes rest period in the morning and a fifteen (15) minute rest period in the afternoon, which shall be considered time worked.

SECTION 7 Paid holidays at straight time will be the following:
January 1;
Martin Luther King, Jr. Day;
Memorial Day;
June 19;
July 4;
Labor Day;
Thanksgiving Day;
Friday after Thanksgiving;
December 24;
December 25;
December 31 (or days normally designated as these days).

Employees will not be required to work on these holidays. In addition to the above listed holidays, seniority employees shall be granted three additional floating holidays each year, such day to be mutually agreed upon by the Employer and the employee. Paid holidays will be pro-rated for part-time employees.

SECTION 8 If the holidays listed above fall on a Saturday or Sunday, either the

preceding Friday or the following Monday shall be observed as the holiday.

ARTICLE 5 - SENIORITY

SECTION 1

All new Department Associates and Senior Associates and Program Assistants shall acquire seniority after ninety (90) calendar days from the date of hiring at which time their seniority shall be retroactive to the date of hire.

SECTION 2

Seniority rights shall be lost for the following reasons:

- A. The employee quits or retires;
- B. The employee fails to report to work within five (5) working days after being notified by the Employer by registered mail or by certified mail of a recall for work;
- C. The employee has been laid off, or for any other reason, shall not have worked for the Employer for a continuous period equal to their seniority or a period of two (2) years, whichever is less, except as provided in Article 4, Section 5, or Article 10, Section 6;
- D. If employee is discharged for just cause.

SECTION 3

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

SECTION 4

All employees covered by this Agreement shall be placed on their respective seniority list and seniority shall be office-wide by Program Assistants staff and office-wide by Department Associates and Senior Department Associates. The Employer shall provide the Union with complete seniority lists, including positions and salaries, annually or upon request.

ARTICLE 6 - GRIEVANCE PROCEDURE

SECTION 1

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

SECTION 2

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

it shall adequately set forth the facts pertaining to the alleged violation. It is the intent of this section that the employee or employees filing a grievance would apprise the employer of the facts of the grievance.

SECTION 3

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

SECTION 4

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

SECTION 5

All grievances shall be subject to the following grievance procedure:

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

SECTION 6

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

Both parties agree the hearings are to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon both parties. The

cost of arbitration shall be borne equally by the Employer and the Union. The arbitrator shall in no way change, amend or modify any provision of this Agreement.

SECTION 7

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

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

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

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

In the event a discharged employee is reinstated they shall be reinstated in accordance with the agreement reached with the arbitrator.

SECTION 12

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

ARTICLE 7 - DISCIPLINE AND TERMINATION

SECTION 1

Employees shall not be disciplined or discharged without just and sufficient cause, subsequent to the probationary period. Any discipline must be imposed within fifteen (15) working days of the Executive Leadership Team becoming aware of the event leading to the discipline. A union steward will be notified if longer time is needed.

SECTION 2

Discipline will be dependent upon the nature and seriousness of the offense or infraction; and the prior disciplinary record of the employee, if applicable. Disciplinary action will be progressive in nature.

SECTION 3

The regular disciplinary action chain shall be as follows:

1. Verbal reprimand (documented in writing);
2. Written reprimand;
3. Suspension(s);
4. Discharge.

Steps 1-3 may be skipped in major offenses such as but not limited to theft, substance abuse, or violence on the job.

SECTION 4

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

SECTION 5

In imposing any discipline, the Employer shall not take into consideration any discipline which was imposed more than two (2) years prior. Within the two year consideration period, accusations that did not lead to discipline will not be considered as discipline.

SECTION 6

Any discipline in the employee's file shall be removed two (2) years after the employee received the discipline upon written request by the employee. The Employer may keep a copy of removed discipline in an administrative file.

ARTICLE 8 - LAYOFF

SECTION 1

In the event a layoff is necessary, the principle of seniority shall be applied and said application shall be office-wide for employees covered under this agreement by Program Assistants, Department and Senior Department Associates with the exception of employees funded by grants that exceed 50% of their salaries and benefits. In the event furlough days are required, we will open this contract for negotiations for this subject only.

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

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

Rehiring shall be in the reverse order of layoff.

SECTION 2

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

one week.

SECTION 3

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

SECTION 4

The Employer agrees to provide coverage under the Unemployment Insurance Agency for all employees under this article of this agreement.

SECTION 5

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

SECTION 6

In the event an employee is laid off, health, vision, and dental benefits will be discontinued at the end of the month in which the employee is laid off. All other benefits are discontinued the effective date of separation.

The employee shall have the option of continuing some by paying the cost of the premium as permitted by law and the health insurance carrier.

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

ARTICLE 9 – PAID TIME OFF

SECTION 1

Professional Employees and Program Assistants on active payroll shall be granted twenty (20) days of Paid Time Off (PTO) annually on a fiscal year basis, with pay, during the first five (5) years of employment. Beginning with the sixth (6th) year of employment, employees shall be granted twenty-five (25) days of PTO annually, with pay.

The increase in PTO days is prorated for the first year when the increase occurs. Vacation hours will be pro-rated for part-time employees.

SECTION 2

PTO days may be accumulated not to exceed 20 working days (150 hours) from one fiscal year to the next to be effective for the year ended March 31, 2022. This maximum accumulation will be pro-rated for part-time employees.

SECTION 3

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

Payment of pro-rated unused PTO pay shall be included in the employee's final paycheck. If previously paid PTO exceeds pro-rated PTO the excess will be taken from the final paycheck.

This section does not apply to accumulated sick time or floating holiday time which is not paid at the time of separation.

SECTION 4

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

SECTION 5

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

SECTION 6

Beginning the first day of the fiscal year, employees will accrue their PTO each pay period, in accordance with Section 1. This applies to the first year of employment and all subsequent years.

SECTION 7

Extended PTO will not normally be approved during the campaign period in order to accommodate the annual fall fundraising campaign. An extended PTO request may be granted at the discretion of the President / Executive Officer for extenuating circumstances.

ARTICLE 10 - LEAVES OF ABSENCE

SECTION 1

Employees shall be entitled to thirteen (13) workdays of sick leave, with pay, per fiscal year, subject to the following regulations:

- A. All new regular seniority employees hired after the beginning of the fiscal year, shall earn proration of sick leave.
- B. Beginning the first day of the fiscal year, all regular seniority employees will accrue thirteen (13) days of sick leave. Part-time employees will accrue a pro-rated amount of sick leave.
- C. There shall be no limit to the amount of unused sick leave any one employee can accumulate and carryover from year to year. Such accumulated sick leave, with pay, may be utilized when needed, including illness of immediate family members or members of their household as opposed to Paid Time Off. The employee's immediate supervisor should be notified within 15 minutes after the start of the workday if possible. Physician's notice is required for illnesses longer than three (3) days for the employee or any member of their household. Use of sick leave for immediate family and members of their household is limited to thirty calendar days within each calendar year without permission from the President/Executive Officer.

SECTION 2

At times employees or their immediate family member may need to take a medical leave due to a serious medical condition. This leave will apply to all employees upon hire but will not exceed 12 weeks in each 12-month

period of time. Employees must exhaust, except for 22 hours, their sick leave and any other paid time off bank during the leave. Any time not covered by paid time off will be unpaid. This medical leave of the employee might qualify as short-term disability. Employees must provide medical documentation from a physician for a medical leave. This includes periodic updates from the physician when requested.

In order to assure adequate staffing, employees will be limited to 12 weeks of medical leave in each 12-month period of time. Twelve months will be determined based upon the first day of leave counting backward 12 months to see if a medical leave had been taken.

Employees cleared to return to work must provide documentation from their physician verifying fitness-for-duty.

Employees on medical leave are eligible to retain their existing health (medical, dental, and vision), disability, and life insurance benefits.

Employees on medical leave will be responsible for the employee portion of the insurance premium dollars. Arrangements for payments must be made in advance with the manager.

Such employee shall accumulate seniority during such leave. An employee on an approved occupational disability leave and receiving Workers Compensation benefits will accumulate seniority during such leave. An unpaid leave shall be any leave of absence when the employee is not receiving any compensation.

SECTION 3

A leave of absence related to the birth or adoption of a child will be covered as any other medical leave under the medical leave provisions of this agreement in Article 10, Section 2.

The amount of time allowed for this leave of absence is up to 6 weeks for either parent and does not require a medical necessity. The provisions stated above in the medical leave section applies. Sick or vacation time is allowed to be taken during this period. If additional time is requested and the workload in the department is manageable, the head of the department may approve up to an additional 6 weeks of leave. In addition, a reduced work schedule may be allowed.

To facilitate planning, 8 weeks prior to the employee leaving on leave of absence related to the birth or adoption of a child and their supervisor must develop a transition plan to ensure coverage of required tasks. If 8 weeks anticipation is not possible, a plan should be developed as soon as possible.

SECTION 4

Deleted

SECTION 5A

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

prohibited by law or the health insurance carrier. An employee on leave under this section will accumulate seniority while on leave.

SECTION 5B

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

SECTION 6

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

SECTION 7

Upon request, an employee will be granted a leave of absence with pay for the number of working days listed below (in parentheses) when the employee would have otherwise been scheduled to work to attend to matters involving a death in the employee's immediate family, provided the employee attends the funeral. For purposes of this Section, the term "immediate family" is defined as including the employee's:

- | | |
|-------------------------------|-----------------------------|
| Spouse/Domestic Partner (5) | Sibling/ Sibling-in-Law (5) |
| Parents (5) | Stepparent (5) |
| Parents of Current Spouse (5) | Stepchild (5) |
| Child (5) | Grandparents (5) |
| Intimate Partner (5) | Grandchildren (5) |

"Intimate Partner" means the person with whom the employee is in a couple and with whom the employee has a close, intimate and personal relationship; the employee identifies the person as their partner and not just a friend.

One (1) day can be used for both natural and step aunts, uncles, nieces, and nephews.

Leaves granted under this Section shall commence on either the date of death or the date of the funeral. An employee excused from work under the Section shall be paid the amount of wages the employee would have earned by working their straight time hours on such scheduled days of work for which the employee is excused. Part-time employees will be eligible for bereavement pay on a prorated basis.

SECTION 8

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

SECTION 9

An employee granted a leave of absence shall be returned to work at the same job and at the prevailing rate of pay. Where an employee cannot perform essential duties of their classification, they shall be offered a position commensurate with their physical or mental ability if available.

When Article 8, Section 1, is applicable, it shall supersede this section.

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

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

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

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

SECTION 14

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

SECTION 15

Administrative leave with pay will be granted, at the discretion of the President / Executive Officer, or designated alternate, when hazardous weather conditions or when other conditions prevail affecting working facilities, such as power outages, breakdown of the air conditioner, etc., indicating it is impractical to maintain regular hours if working remotely is not an option.

SECTION 16

UWSCMI recognizes it is our responsibility as a good corporate citizen to help enrich our surrounding communities of residence and work. We encourage our employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within these communities.

The following guidelines are for UWSCMI's employees who serve as volunteers in community programs that are either of personal interest or are corporate-sponsored initiatives.

- A. Personal interest programs are those programs whose goals are considered strategically relevant to the mission of the company but may not be company-funded.
- B. Corporate-sponsored programs are those programs whose goals are considered of strategic importance to the company and for which the company has provided funding.

Volunteer time should not conflict with the peak work schedule and other work-related responsibilities, create need for overtime or cause conflicts with other employees' schedules.

Time away from work for volunteering purposes may occur during lunchtime, before work, after work or on weekends, depending upon the type of volunteer program the employee is involved in.

The time away from work policy allows employees to take up to eight hours of time each year to participate in their specific volunteer program.

All full-time employees are eligible after completion of their probationary period.

Interested employees should meet with their supervisors to discuss their volunteer choice, schedule and to receive approval.

SECTION 17

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

ARTICLE 11 - INSURANCE AND RETIREMENT

SECTION 1

The employer agrees to pay toward the premium cost of a health insurance plan with an option of two types of plans for the employee to choose from. Beginning the first pay date of this CBA agreement the employee will pay a share of the premium costs as outlined in the following class schedule through pre-tax payroll deduction. Such coverage will take effect the first day of employment, as long as coverage is elected within the 30-day new-hire election period, but shall not apply if coverage is in effect through another plan for which the employee is qualified.

Class Schedule:

		Hours Worked		Employer Contribution	
Class	Maximum	Minimum	Employee	Dependents	

Standard Full Time	40+	37.5	90%	75%
ACA Full Time	37	30	80%	65%
Part Time with Benefits	29.5	20	60%	50%
Part Time	19.5	0	N/A	N/A

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

Any full-time employee employed on January 9, 2008 shall maintain their full-time benefits if their hours are reduced or they are involuntarily moved into a part-time position with hours equal to or greater than three-quarters (3/4) of the hours of a full-time employee hours which would be 28.12 hours per week.

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

Employee can resume UWSCMI medical coverage if:

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

Any employee choosing to opt-out of health coverage may still enroll in other coverages such as vision and dental insurance.

SECTION 2

The Employer agrees to provide group term life insurance for full-time

employees in an amount equivalent to two (2) times the salary of the employee, rounded to the next \$1,000 level of annual salary. In the event an employee's annual salary is equal to an even thousand-dollar figure, the provision to increase to the next \$1,000 level does not apply.

SECTION 3

Beginning the first pay date of the new CBA agreement the employee will pay a share of vision premium costs as outlined in the following class schedule through pre-tax payroll deduction. Such coverage will take effect the first day of employment, as long as coverage is elected within the 30-day new-hire election period, but shall not apply if coverage is in effect through another plan for which the employee is qualified.

Class	Hours Worked		Employer Contribution	
	Maximum	Minimum	Employee	Dependents
Standard Full Time	40+	37.5	90%	90%
ACA Full Time	37	30	80%	80%
Part Time with Benefits	29.5	20	60%	60%
Part Time	19.5	0	N/A	N/A

SECTION 4

An additional amount in salary shall be paid to each full-time employee's individual 403(b) account on a bi-weekly basis in the amount of 10% of bi-weekly wage. Employees become vested in non-elective employer contributions after three years of vesting service.

There shall be one (1) 403(b) account for each employee of UWSCMI represented by OPEIU Local 459. It is mutually agreed that the monies referred to herein shall be used exclusively for retirement purposes.

SECTION 5

The Employer shall provide full-time employees represented by OPEIU Local 459 an opportunity to purchase short-term disability income protection with employee pre-tax dollars.

Employees may use earned sick leave for periods of disability. Employees retain the option of using PTO or other eligible leave time.

SECTION 6

The Employer shall provide full-time employees represented by OPEIU with long term disability income protection. Subject to the exclusions and requirements of the carrier selected by the Employer regarding eligibility, employees unable to perform the material duties of their regular occupation shall receive no less than 60% of their gross wages for the first

two (2) years of disability and thereafter subject to the provisions of the carrier.

Employees are subject to a waiting period of ninety (90) days prior to becoming eligible for benefits under this section. Payment of earned leave will cease when Long Term Disability payments begins.

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

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

SECTION 7

The Employer shall provide full-time employees represented by OPEIU Local 459 with dental insurance. Beginning the first pay date of the new CBA agreement the employee will pay a share of dental premium costs as outlined in the following class schedule through pre-tax payroll deduction. Such coverage will take effect the first day of employment, as long as coverage is elected within the 30-day new-hire election period, but shall not apply if coverage is in effect through another plan for which the employee is qualified.

Class	Hours Worked		Employer Contribution	
	Maximum	Minimum	Employee	Dependents
Standard Full Time	40+	37.5	90%	90%
ACA Full Time	37	30	80%	80%
Part Time with Benefits	29.5	20	60%	60%
Part Time	19.5	0	N/A	N/A

SECTION 8

Health Insurance for Retirees – Deleted

SECTION 9

Employees are not eligible for both workers' compensatory pay (workers' comp) and short-term disability. If they receive short-term disability and are subsequently approved for workers' comp, they must reimburse the

employer within 30 days of receipt of workers' comp payments the amount of workers' compensation or compensation received from UWSCMI whichever is less.

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

ARTICLE 12 – PROMOTIONS/TRANSFERS

SECTION 1

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

Therefore, it is the policy of UWSCMI to fill vacancies by promotion or transfer of a qualified employee from within UWSCMI. If qualifications are met, all current employees who wish will be interviewed and considered for the open position. Secondary opening created by application of this section may be filled by transfer, promotion or new hire.

SECTION 2A

Any Program Assistant employee transferred, promoted, or appointed to a higher classification, shall have a trial period not to exceed sixty (60) days, unless otherwise documented in a Memo of Understanding, in which to perform the new responsibilities in a satisfactory manner. The resulting opening may be filled by a temporary employee for the trial period plus 30 days without union approval.

SECTION 2B

Any Professional employee transferred, promoted, or appointed to a new assignment, shall have a trial period not to exceed sixty (60) days, unless otherwise documented in a Memo of Understanding, in which to perform the new responsibilities in a satisfactory manner. The resulting opening may be filled by a temporary employee for the trial period plus 30 days without union approval.

SECTION 3

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

SECTION 4

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

SECTION 5

The Employer agrees to give notice of job vacancies for a period of five (5) working days prior to the Employer filling the vacancy. Any employee applying for such vacancy could apply after 5:00 p.m. of the last day of posting. If a vacancy is not to be filled, the Employer shall notify the Union as to the reason.

SECTION 6

Any employee transferred, promoted, or appointed from a classification

within the Bargaining Unit to supervision or other excluded classification shall retain but not accumulate seniority.

ARTICLE 13 - EXPENSES, TRANSPORTATION & PARKING

SECTION 1 Expenses incurred by employees in the performance of their professional duties and responsibilities are reimbursable, including meals, registration fees, transportation and parking costs, with prior approval of their immediate supervisor.

SECTION 2 Reimbursement for automobile expenses shall be made when a car is required for official business of the Employer in the execution of duties. Mileage expenses shall be reimbursed equal to the standard mileage rate according to the IRS.

SECTION 3 All employees may be given the opportunity to attend institutes, workshops, seminars, and conferences. Within budgetary limitations, expenses incurred for fees, transportation, housing and food will be allowed. Time spent in UWSCMI-approved conferences is covered by flex time.

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

Compensation will be paid to an employee for weekend travel for attendance at conferences during the hours that are normally worked during the week.

ARTICLE 14 - MANAGEMENT RIGHTS AND CONTINUITY OF OPERATIONS

SECTION 1 It is agreed that the management of UWSCMI, the supervision of all operations, the control of the property, and the composition, assignment, direction and determination of the size of the working forces belong to and are vested in UWSCMI, except as they are otherwise specifically limited in this Agreement.

SECTION 2 The right of the Employer to make and enforce reasonable rules and regulations as it may deem necessary is recognized by the Union provided the same are not inconsistent with the provisions of this Agreement. The Employer shall meet and discuss any proposed rules and regulations with a representative of the Union. Should the Union consider any such rule or regulation unreasonable, it shall be subject to the grievance procedure.

SECTION 3 The Union agrees that no employee shall directly or indirectly take part in any walkout, work stoppage, slowdown, boycott, picketing, strike (sympathetic or general), or in any other interference with any of the operations of the Employer. In the event any employee, or group of

employees, does so participate or threaten to participate in any such action or occurrence, the Union, upon notification by the Employer, shall use its best efforts to instruct said employee or employees to cease and desist from such action.

SECTION 4

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

SECTION 5

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

ARTICLE 15 - GENERAL

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

Department and Senior Department Associates shall report directly and solely to the Employer's President / Executive Officer or their designate, for the

purposes of administrative direction, policy interpretation, supervision and evaluation.

SECTION 6

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

SECTION 7

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

SECTION 8

In the event that any provision of this Agreement shall conflict with any

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

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

The Employer agrees to reimburse employees, with more than one year of service, for tuition, books and fees up to an annual maximum of \$1,000.00 for job-related courses which are taken outside of normal work hours. Such courses must have prior approval of the President & Executive Officer or their designee and the employee's reimbursement is contingent upon submitting

tuition receipts and providing proof of satisfactory completion of the course.

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

SECTION 14

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

SECTION 15

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

- Union recreational and social affairs,
- Union elections,

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

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

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

SECTION 16

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

SECTION 17

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

ARTICLE 16 - SALARIES, EVALUATIONS AND LONGEVITY

SECTION 1

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

- A. Department Associates will work primarily in the following functional areas: Finance, Public Relations and Branding, Community Investment, and Fund Development.
- B. Department Associates will be paid an annual salary within a range of \$43,200 to \$64,800 or an hourly wage within a range of \$22.15 - \$33.23 per hour.

SECTION 2

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

- A. The employer shall have the right to create a new classification titled Senior Department Associate. Creation of this position will be based on a need, solely determined by the management of UWSCMI, in one or more of the above-defined areas. When the employer creates such a position, it will provide a job description which will be attached as an addendum to this agreement. The job description will provide that the wage range for such position is an annual salary within a range of \$51,200 to \$76,800 or an hourly rate within a range of \$26.26 - \$39.38 per hour.

SECTION 3

Program Assistants

- A. The pay range for Program Assistants shall be an annual salary within a range of \$34,400 to \$51,600 or an hourly rate within a range of \$17.64 - \$26.46 per hour.

SECTION 4

Each seniority employee's performance will be reviewed periodically in writing, but at least once a year, against established performance plans as outlined in their job description and work plan.

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

SECTION 5.

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

SECTION 6.

Deleted

SECTION 7.

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

Effective [Ratification Effective Date, 2024]: Increase to base wages for all employees calculated as follows among all UWSCMI employees: [Sum of all regular employee wages x 3%] divided by [Total FTE]. This equal distribution allows for a higher percent increase for lower wage workers.

Effective [Ratification Effective Date, 2025]: Increase to base wages calculated as follows among all UWSCMI employees: [Sum of all regular employee wages x 2%] divided by [Total FTE]. This equal distribution allows for a higher percent increase for lower wage workers.

Effective [Ratification Effective Date, 2026]: Increase to base wages calculated as follows among all UWSCMI employees: [Sum of all regular employee wages x 2%] divided by [Total FTE]. This equal distribution allows for a higher percent increase for lower wage workers.

ARTICLE 17 – Deleted

ARTICLE 18 - SECTION 125 PLAN

SECTION 1.

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

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

ARTICLE 19 - DURATION AND AMENDMENT

This Agreement shall remain in full force and effect from [Ratification Effective Date, 2024], through March 31, 2027. In the event either party wishes to change or amend the Agreement, notice shall be given by either party to the other in writing sixty (60) days prior to the expiration date of this Agreement, and this Agreement shall remain in effect until a new Agreement is reached.

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

August 7, 2024

UNITED WAY OF SOUTH CENTRAL MICHIGAN

and


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

TENTATIVE AGREEMENT

It is understood that this agreement is tentative and is not final and binding until there is a complete agreement on all outstanding issues and ratification by both the Union membership and the Employer's Board of Directors. Subject to those conditions, the parties tentatively agree to the changes, additions and/or deletions to the collective bargaining agreement that are shown in the attached draft.

UNITED WAY OF SOUTH CENTRAL
MICHIGAN

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

By: 
Its: President and Executive Officer

By: 
Its: Service Representative

Date: 8/8/2024

Date: 8/7/24