

United Way of Genesee County

And

OPEIU Local 459, AFL-CIO

**COLLECTIVE BARGAINING
AGREEMENT**

July 1, 2024 – June 30, 2027

PREAMBLE

This agreement entered into this 1st day of July, 2024, by United Way of Genesee County, hereinafter referred to as “Employer”, and its successors and the Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter referred to as the “Union” and its successors, expresses all mutually agreed covenants between the parties hereto.

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from collective bargaining process and supersedes all prior relationships existing by past parties.

ARTICLE I: RECOGNITION

The employer recognizes the Union as the Exclusive Bargaining Agent for employees in the following bargaining unit:

All full-time and regular part-time employees, including Functional Area Specialists, Senior Functional Areas Specialists and Administrative Assistants BUT EXCLUDING all confidential employees, labor liaisons, program managers and supervisors as defined by the National Labor Relations Act.

The Employer and Union will bargain in good faith with respect to wages, hours and other terms and conditions of employment for the employees represented by the Union in the above described unit.

ARTICLE II: MANAGEMENT RIGHTS

The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection with the exercise of such right, subject only to the employees’ right to grieve, in accordance with the procedures later provided in this Agreement.

All management rights and functions, except those which are abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Full and exclusive control of the management of the business, including the composition, direction and size of the work force;
2. The right to determine the work to be done and the standard to be met by the employees covered by the Agreement;
3. The right to change or introduce new operations, methods, processes, means or facilities;
4. The right to hire, establish, and change work schedules, set hours of work, make job assignments to employees, establish, eliminate or change classification, transfer, or promote employees;
5. The right to determine the qualification of employees, and to suspend, discipline and discharge non-probationary employees for cause.
6. Manager agrees to provide 30 days notice to suspend or remove the remote policy

ARTICLE III: NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against applicants or employees on the basis of race, color, creed, religion, age, gender, marital status, height, weight, national origin, sexual orientation or handicap.

Section 2. The Employer agrees not to discriminate against any employee on the basis of Union activity.

SEXUAL HARRASSMENT

Section 3. The Employer and Union will support a workplace free of sexual harassment.

Section 4. The Employer will adopt and maintain a policy prohibiting sexual harassment.

AFFIRMATIVE ACTION

Section 5. Either party may request a meeting during the life of this Agreement to discuss implementation of an Affirmative Action Plan. Such a plan will only be implemented upon mutual agreement.

ARTICLE IV: UNION SECURITY AND UNION DUES

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

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

Section 3. Employees shall be deemed to be members of the Union in good standing within the meaning of the Article if they are not more than ninety (90) days in arrears in payment of membership dues.

Section 4. Termination of Employment. It is the Union's responsibility to notify the Employer when the employee is delinquent in his payment of dues. To the extent that the Union wishes the employee terminated in accordance with this Section of the Agreement, The Union shall provide in writing, to the Employer the following:

The Union's demand to terminate the employee, the reasons for termination and the date such termination takes effect.

An employee terminated for failure to pay his/her Union Dues shall not have access to the grievance procedure.

The Union, at its option, may choose to pursue legal remedies for an employee who is in non-compliance rather than requesting the Employer to terminate such employee.

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

Section 6. The Employer shall furnish the Union with an alphabetical check off list. The Union shall advise the Employer, in writing, of any variations in the amounts to be deducted. Deductions shall be made bi-weekly. The Employer shall forward said deducted sums within two weeks following the last pay of the month to an address designated by the Office & Professional Employees International Union, Local 459, AFL-CIO.

Section 7. The Union shall indemnify and hold the Employer harmless against individual administrative errors of the Union and any and all claims, demands, suits, or other forms of liability (including costs and attorney fees) that shall arise out of, or by reason of action taken by, or not taken by, the Employer's reliance upon the amounts certified, and certified authorization forms, in regard to failure to apply such dues or authorization for check-off furnished to the Employer by the Union.

Section 8. The Union shall indemnify the Employer and hold the Employer harmless against claims filed by employees who are terminated by the Employer, at the Union's request, in accordance with this article.

ARTICLE V: DEFINITION OF EMPLOYEES

Section 1. Full Time: A regular full-time employee is one who usually works thirty-six and one quarter (36.25) hours per week and whose term of employment is expected to be three (3) months or more.

Section 2. Part Time: A regular part-time employee is one who usually works less than thirty six and one quarter (36.25) hours per week, but more than (10) hours per week and whose term of employment is expected to be three (3) months or more.

Section 3. Temporary Employee: Temporary employees are defined as employees whose term of employment shall not exceed six (6) months unless replacing a bargaining unit employee on an approved leave of absence or unless a longer period of term had been mutually agreed in writing by the Employer and the Union. All other provisions of this Agreement do not apply to temporary employees. Bargaining unit employees will initially be offered additional available hours prior to these hours being assigned to temporary employees. Part-time bargaining unit employees will initially be offered additional available hours prior to these hours being assigned to temporary employees. If no part-time employee in the classification accepts the additional hours, the temporary assignment will be offered to qualified employees, on a seniority basis, in lower classifications prior to assignment to temporary employees. Temporary employees will not be paid an hourly rate higher than bargaining unit employees in the same or comparable job classifications.

ARTICLE VI: SENIORITY AND PROBATIONARY PERIOD

Section 1. Seniority shall be defined as the length of an employee's continuous service with the employer commencing with the employee's most recent date of hire. Employees who commenced work on the same date shall be placed on the seniority list on the same basis of the sum of the last four (4) digits of each employee's social security number with preference given to the highest number.

Section 2. The Employer shall supply the Union with a seniority list upon request of the Union, but not more often than every six (6) months. The Seniority list will show names, functional areas and job titles of all employees of the bargaining unit entitled to seniority.

Section 3. Employee's seniority and their employment relationship with the Employer shall terminate for any of the following reasons:

- a. The employee quits, retires, or receives disability retirement.
- b. The employee is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement.
- c. The employee is absent for any three (3) consecutive working days without appropriately notifying the employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at the last known address that because of the unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of the Employer. Exceptions shall be made upon the employee producing convincing proof of the inability to give such notice.
- d. The employee does not return to work on the date specified for recall from layoff as set forth in the recall procedure. Exceptions shall be made upon the employee producing convincing evidence of inability to return as required.
- e. The employee has been on layoff status for a period of eighteen (18) months or the total length of his/her seniority, whichever is less.
- f. The employee has been on workers' compensation leave or medical leave for a period of eighteen (18) months or for a period equal to the length of his/her seniority, at the time such workers' compensation leave or medical leave commences, whichever is less.

Section 4. A bargaining unit employee who, after the effective date of this Agreement is promoted to a position outside of the bargaining unit shall retain his/her bargaining unit seniority for the next three (3) months. If such employee is displaced during this three (3) month period from his/her non-bargaining unit position due to layoff or due to unsatisfactory performance, other than disciplinary termination, then that employee shall be allowed to return to his/her former position and all subsequent transfers or promotions shall be retracted as necessary.

A bargaining unit employee who takes a temporary position outside of the bargaining unit shall retain his/her bargaining unit seniority for up to six (6) months. The Union and the Employer may mutually agree to a longer period. Such employee may return to his/her bargaining unit position at any point during the period.

If a bargaining unit employee is promoted after the effective date of this Agreement to a position outside of the bargaining unit and that employee applies for a bargaining unit position in accordance with Article VIII, then that employee shall be granted seniority for any previous time spent in the bargaining unit.

Section 5. Part-time Employees. Any part-time employee shall earn seniority on a pro-rated basis based on hours worked. For example, an employee who worked 942 hours shall earn one-half a years' seniority.

Section 6. All new employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months (180 calendar days) of their employment, with the understanding that any absences from work for more than five (5) days shall extend the probationary period accordingly.

Section 7. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment set forth in this Agreement. Probationary employees may be discharged by the employer with or without cause and shall not have access to the grievance procedure and shall not be represented by the Union for such discharge.

Section 8. Employees shall take part in an evaluation by their supervisor on an annual basis. A copy of the written evaluation shall be submitted to the employee and placed in their personnel file.

ARTICLE VII: LAYOFF AND RECALL

Section 1. Layoff Procedure: The employer may lay off employees whenever it deems such action to be necessary, including, by the way of illustration only and not by way of limitation, a reduction in the workforce due to a shortage of work or funds, the abolition of positions or material changes in the organization.

Section 2. The following listing constitutes the separate Functional Areas within the Employer for all purposes whenever the words "Functional Areas" appears in this Article:

Finance and Administration
Fund Development / Campaign
Community Impact

For the purpose of layoff and recall, all Administrative Assistants and Senior Functional Area Specialists shall be considered to be in the same Functional Area.

Section 3. Whenever a reduction in the workforce occurs, the following procedure shall be utilized:

- a. The Employer will determine the classification(s) being reduced within a Functional Area.
- b. Thereafter, employees will be laid off in the following order within each classification being reduced:
 1. Temporary Employees
 2. Probationary Employees
 3. Part-Time Employees
 4. Seniority Employees
- c. Seniority employees shall be laid off in reverse order of seniority in any classification being reduced in that Functional Area.
- d. A higher seniority employee may bump the least senior employee in her/his Functional Area who is in a lower rated classification. In addition, an employee laid off from one Functional Area may exercise his/her seniority and displace an employee with the least seniority in the same or lower rated classification, provided that the higher seniority employee has qualifications to perform those duties.

Section 4. All employees exercising their bumping right must be capable of performing the available work.

Section 5. Any employee who bumps to a lower rated classification will retain their current wage rate. If that wage rate exceeds the highest wage rate in their new lower rated classification that employee's higher wage rate shall be red circled until such time as the lower rated classification wage rate attains or exceeds the employees red-circled wage rate.

Section 6. Employees being laid off from the work force will receive fourteen (14) calendar days' notice by personal contact, telephone call, or written communication prior to being laid off, but in any event confirmed, within the above time limits, in writing by certified mail to the employee's last known address.

Section 7. In the event the work force is increased, rehiring shall be in the reverse order of layoff, providing the employee being recalled is capable of performing the available work. Employees who bump into another Functional Area or classification shall retain recall rights to their original Functional Area or classification.

Section 8. Health Benefits will cease at the end of the month following the month the employee is laid off. The option to continue medical benefits through Cobra would only apply if the employer group plan met the requirements, including over 20 employees.

If an employee is recalled from layoff, benefits will be reinstated at the first opportunity consistent with the terms of the carrier.

ARTICLE VIII: TRANSFERS, PROMOTIONS AND TEMPORARY ASSIGNMENTS

Section 1. Any bargaining unit vacancies will be posted internally for two (2) weeks. If no employee applies who meets the minimum qualifications, the Employer may post the position externally.

Section 2. The Employer shall select the most qualified applicant for the position. Qualifications shall be deemed as experience, education, work record and knowledge of the position being filled.

Section 3. If two (2) or more applicants are relatively equally qualified, the Employer shall select the applicant with the greatest seniority.

Section 4. An employee temporarily assigned to work in a higher classification for more than thirty (30) calendar days shall receive the rate of pay for that classification retroactive to the first day. An employee assigned work in a lower classification shall not incur any reduction in his/her rate of pay.

Section 5. Qualifications.

Minimum qualifications for hire or promotion to a Functional Area Specialist position shall require one of the following:

1. Bachelor's degree (in academic field specific to position or related field) and three (3) years of related experience.
2. Associates degree (in academic field specific to position or a related field and eight (8) years of related experience.
3. Ten (10) years related experience.

Minimum qualifications for hire or promotion to a Senior Functional Area Specialist position shall require the following:

Bachelor's degree (in academic field specific to position or related field).

ARTICLE IX: GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a complaint by an employee or by the Union, which alleges a wrongful application of this Agreement, or of personnel policy, rules or regulations, or other conditions of employment resulting in an adverse effect on an employee(s).

Section 2. Timeliness. The timelines in Section 3 for filing and appealing grievance, holding meetings, and issuing an answer, shall be followed unless an extension is mutually agreed upon between the Union and the Employer. If an employee, or the Union, does not appeal the grievance to the next step, it shall be considered withdrawn without prejudice. If the Employer does not answer within the timeliness, it shall be considered moved to the next step. Workdays are defined as Monday through Friday, excluding holidays recognized by the employer.

Section 3. Steps. The grievance procedure shall consist of the following steps:

Step 1.

Within ten (10) working days from the date of the occurrence or reasonable knowledge of occurrence an employee or Steward, with what they believe is a potential grievance, will go to their immediate Supervisor and discuss the matter. An employee may go with or without their Steward present. The immediate Supervisor shall reply orally within three (3) working days from the date of the discussion.

Step 2.

If the potential grievance is not satisfactorily adjusted with the immediate Supervisor, a grievance shall be reduced to writing providing the specific issues involved, the remedy requested, and shall be signed by the Union Steward and shall be filed with the immediate Supervisor. The immediate Supervisor shall respond to the grievance in writing not later than five (5) working days following receipt of the grievance.

Step 3.

If the grievance is not satisfactorily adjusted at the second step, the grievance shall be advanced to the United Way Chief Executive Officer within five (5) working days of the receipt of the second step response. The United Way Chief Executive Officer shall meet with the Union and the grievant at a mutually convenient date and time. The Chief Executive Officer shall respond in writing not later than five (5) working days after said meeting.

Step 4.

If the grievance is not resolved by the Chief Executive Officer, the Union shall have five (5) working days from the date of the decision in which to appeal the grievance to the Executive Committee by giving notice in writing to the Committee's Chairperson, delivered to the Chief Executive Officer's office. The Union Steward, the Service Representative of Local 459, and the grievant shall meet to discuss the grievance with the committee within twenty (20) working days from the date of the appeal. The committee shall give an answer in writing to all parties within five (5) working days of said meeting.

Step 5. Arbitration

- a. The Union may request arbitration on any grievance unresolved at the Appeal Step within twenty-five (25) calendar days after receipt of the Employer's final answer on the grievance.
- b. All such requests shall be in writing by registered or certified mail or personal delivery, with a copy thereof through US Mail, addressed to the United Way Chief Executive Officer and shall include a copy of the grievance. If not so requested within said twenty-five (25) calendar day period, the matter shall be considered withdrawn without prejudice.
- c. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.
- d. The Arbitrator shall be selected by mutual agreement between the parties. If an agreement is not reached, the services of the Federal Mediation and Conciliation Service (FMCS) will be utilized in the following manner. A list of seven (7) arbitrators will be required from FMCS. If an Arbitrator is not mutually agreed to by the parties from such list, FMCS will appoint another arbitrator who shall serve, unless either party can show just cause why said Arbitrator should not be utilized.
- e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or government regulation applicable thereto.
- f. The Arbitrator's fee, travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them, with the exception that the grievant is a current employee on the active payroll and the Steward shall not lose pay. If more than one (1) grievant is involved in a particular grievance, the Union shall designate one (1) grievant who shall be covered by the provision for time spent during regular hours in attendance at an arbitration hearing.

- g. The Arbitrator shall have no power to add, subtract from, or modify any terms of this Agreement. Neither shall he/she have power to establish or change any classification wage rate or to rule on any claim arising under an insurance policy.
- h. Matters in which civil remedy is pursued by the grievant, in any state or federal court, shall not be subject to arbitration.

Section 4. Expedited Grievances. Grievance involving lost time or discharge may begin at Step 3.

Section 5. Back Pay Award Language. In no event will any claim for back pay, submitted through the grievance procedure, be valid for a period of more than thirty (30) calendar days prior to the date the grievance was initially filed.

ARTICLE X: DISCIPLINE AND WORK RULES

Section 1. Disciplinary action taken by the Employer will be for cause and 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 assessed in instance of minor offenses or infractions will be progressive in nature.

Section 2. Verbal Counseling. The Employer may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, tendered to the employee, and entered in the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action. The Employer will not take into account any counseling memorandums which occurred more than one (1) year previously. Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of 8 ½ x 11 inch paper) explaining his/her position concerning the counseling memorandums, which will become a permanent part of the file and will be included whenever the file is displayed to a third party.

Section 3 Chain. The regular disciplinary action chain shall be as follows:

1. Verbal Counseling
2. Written Reprimand
3. Suspension(s).
4. Discharge.

Section 4. Copies. The Union will be provided with a copy of any disciplinary action.

Section 5. Prior Disciplines. In imposing any discipline, the Employer shall not take into account any discipline which was imposed more than two (2) years prior.

Section 6. Clearing of Record. If an employee has not been disciplined for a two (2) year period of time, any discipline in the employee's file shall be removed upon written request of the employee. The Employer may keep a copy of the removed discipline in an administrative file.

Section 7. Employment Applications. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to a material misrepresentation by the employee in securing employment with the United Way.

Section 8. Grievances. Should a disciplined employee or the Union consider any disciplinary action improper, the matter may be processed through the Grievance Procedure.

Section 9. Discussion of Discharge or Suspension. In cases of discharge or suspension, the discharged or suspended employee will be allowed to discuss the discharge or suspension with their Steward and the Employer will make available an area where this may be done in private before the employee is required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or suspension with the employee and the Steward.

Section 10. Timeliness of Counseling or Discipline. The Employer shall tender any counseling memorandum or impose any discipline within ten (10) working days of the Employer becoming aware of the events leading to the counseling or discipline. This timeliness shall not apply if the Employer is still investigating the events and the employee has been notified an investigation is taking place.

Section 11. Work Rules. The Employer reserves the right to establish and change from time to time reasonable work rules governing the conduct of its employees. The Union shall have fifteen (15) calendar days to grieve the reasonableness of any such rule, together with the penalty attached thereto, after a copy is received by the Steward. Any grievance challenging the reasonableness of a rule or penalty assigned thereto shall be processed initially at Step 3 of the Grievance Procedure.

ARTICLE XI: SPECIAL CONFERENCES

Section 1. Special Conferences shall be arranged between the Union and the Employer at the request of either party. Special Conferences may be held on matters of serious and important nature. Special Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement. An agenda shall be submitted in advance of the conference by the party requesting the Special Conference. The Special Conference shall be limited to the agenda items. The Special Conference shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by mutual agreement of the parties.

Section 2. Special Conferences shall be held during normal working hours and shall be attended by the Union Steward, the Union Service Representative, the Chief Executive Officer of the United Way, and the Chair of the Executive Committee or their designees. Other parties may attend by mutual consent.

ARTICLE XII: UNION REPRESENTATION AND RIGHTS

Section 1. Union Stewards. The Employer agrees to recognize one Union Steward and one alternate steward. The Union shall notify the Employer in writing of any change in Union Stewards. The alternate shall serve in the absence of the steward. The steward shall not suffer any loss of pay for attending grievance meetings or for representing employees during meetings with the Employer.

Section 2. Negotiating Team. The Employer agrees to recognize a negotiating team comprised of four (4) employees, with no more than two (2) employees from any one Functional Area, for the purpose of negotiating a new agreement at the end of the term of this Agreement. The Union shall notify the Employer in writing who is on the team. The Union may have non-employee representatives on the team as desired. Negotiations shall take place at a mutually agreed time during normal working hours. The negotiating team shall be compensated at their regular hourly rate for all hours spent in negotiations where they would normally be on scheduled work time.

Section 3. Union Label Printing. The OPEIU label shall appear on all printing performed by Union members in the bargaining unit.

Section 4. The Employer agrees to provide a bulletin board for the sole purpose of the Union.

Section 5. The Employer agrees to provide each employee with a copy of this agreement.

ARTICLE XIII: HOURS OF WORK

Section 1. The regular work week shall be Monday through Friday.

Section 2. Any position whose regular hours are outside of the regular work week, shall be identified as such at the time of posting.

Section 3. Changing of shifts.

- a. Within two (2) working days' notice, the Employer may change an employee's shift starting and ending time.
- b. Employees shall be allowed at least 8 hours non-duty time between any shifts.

Section 4. Breaks. Each full-time employee shall be allowed a paid fifteen (15) minute break during the first half of the employee's shift and another during the second half of the employee's shift. Since the Employer's policy prohibits smoking at the workstation, an employee may opt to split each break into three (3) breaks of five (5) minutes each. It is the understanding of the parties that this three (3) five (5) minute break option will not be abused by any employee, and if any employee abuses them, then the Employer retains the right to prohibit this option for that employee. Without prior approval of the supervisor, breaks shall not be utilized by the employee to extend the lunch hour or shorten the workday. The Employer reserves the right to schedule breaks to allow for the efficient and effective operation of the agency.

Section 5. Flexible Schedules. At least one (1) employee in each Functional Work Area (as deemed in Article VII) will be allowed to establish a work schedule with flexible starting and ending time. If more than one (1) employee desires the option, then seniority shall prevail. It is the understanding of the parties that any such proposed schedule is subject to approval by the Employer and must not detract from the efficiency of agency operations and must be conducive to that employee performing their job duties and responsibilities. It is further the understanding of the parties that nothing in this agreement shall preclude any number of employees to utilize a flexible work schedule as long as the schedules are approved by his/her supervisor.

Section 6. Dangerous Weather Conditions. The United Way office may move to remote (work from home) status during Dangerous Weather Conditions as determined by the United Way CEO. Weather events include snow related weather warnings as identified by the National Weather Services as the primary focus of this policy. It is possible that the CEO may also determine a weather day may be necessary for other extreme weather events.

ARTICLE XIV: HOLIDAYS

Section 1. The following holidays shall be recognized by the Employer for full- time and part-time employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Indigenous Peoples Day
10. Thanksgiving Day
11. Day following Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. New Year's Eve Day

Section 2. The Employer's offices shall be closed on holidays. When a holiday falls on a Saturday, then the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 3. Employees shall receive holidays off with pay subject to the following requirements:

1. The employee must work his/her scheduled hours on both his/her last regularly scheduled work day before the holiday and on his/her first regularly scheduled work day after the holiday or be on a scheduled PTO day.

2. The employee must not be on layoff, or workers compensation leave or disability insurance leave.
3. In addition, an employee who is scheduled to work a holiday, but fails to report to work, unless otherwise excused by supervision, shall not receive holiday pay for that holiday.

Section 4. Full time employees utilizing PTO on the date a recognized holiday occurs shall not be charged PTO for that holiday.

Section 5. Part-time employees shall receive three and one-half (3.5) hours of pay for each holiday that they are normally scheduled to work subject to the requirements in section 3 of this article.

Section 6. During the week between Christmas and New Year's, seniority will be utilized to decide who is the one union member required to be present.

ARTICLE XV: PAID TIME OFF (PTO)

Annual PTO accruals run on a calendar year (January 1st through December 31st). Full time employees, who have successfully completed 180 days of employment, shall receive their annual PTO accrual in January of the calendar year. Full time employees hired during a calendar year will receive PTO on a pro-rated basis for that calendar year based on the date of hire and after successful completion of 180 day of employment.

Part-time employees, regardless of scheduled hours, are not eligible for PTO.

Annual PTO accrual schedule for full time employees is based on a 36.25-hour work week/7.25 hours per day:

Year of Service:	Maximum Accrual:
Less than 4 years	18 days / 130.5 hours
4 years but less than 8 years	23 days / 166.75 hours
8 years but less than 12 years	28 days / 203 hours
12 + years	33 days / 239.25 hours

In the year an employee reaches the next level of service in the above chart, their PTO will accrue at the higher level of hours starting on their anniversary date.

Full time employees can carry a maximum of ten (10) days in their PTO carry over bank.

A full-time employee with annual PTO remaining at the end of the calendar year may take a maximum of ten (10) days and either add to their PTO carryover until maximum is reached or be paid out. The employee may also use a combination of carryover and pay out up to ten (10) days.

PTO carryover bank cannot exceed ten (10) days.

PTO added to the PTO carry over bank can only be used for PTO (not year-end pay out).

Team members are required to submit a tentative schedule of planned time off by January 31st of each year. Any unscheduled time off of 3 days or more requires a doctor's note to return to work. PTO may be used in no less than ¼ hour (.25) increments. If management denies scheduled PTO time and renders employee unable to utilize PTO by December 31st, employee will be compensated for unused time.

Upon termination, any earned but unused accrued PTO will be paid out to the employee, including the carryover bank. Employees who are discharged or have resigned without giving proper notice of such resignation, shall forfeit any right to unused accrued PTO.

ARTICLE XVI: LEAVES OF ABSENCE

Section 1. Jury Duty. Any employee covered by this Agreement shall be granted a leave of absence with pay if they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty. Employees shall be paid on the next regularly scheduled payday for each full or half day of jury service, whichever is applicable. Employees shall endorse the jury duty check for each day to the Employer with the exception of those funds allocated for mileage. However, employees who complete such jury duty prior to the end of the workday shall return to their regular workstation for the remainder of the workday. Employees shall continue to accrue seniority and benefits while on jury duty. Probationary employees shall have their probationary period extended by the length of time they are on jury duty.

Section 2. Witness Leave. Any employee covered by this Agreement who is required to appear and testify on the Employer's behalf before a court of record or an administrative agency having the power to subpoena or in a similar proceeding not involving the Employer if the need for the Employee's testimony is the direct result to the performance of his/her duties for the Employer will be placed on leave status for the required time. Employees shall be paid on the next regularly scheduled payday for each full or half day of witness service, whichever is applicable. Employees shall endorse the witness fee check with the exception of those funds allocated for mileage for each day to the Employer. Employees subpoenaed to serve as a witness in a non-work related proceeding shall be allowed to use earned paid leave (PTO) to cover such time.

Section 3. Bereavement Leave. All employees shall receive with pay when a death occurs in the immediate family. The amount of leave shall be:

1. Five (5) working days for an employee's spouse, significant other with whom the employee is living with prior to the death, children, grandchildren, parent, step-children, step parent, sibling, or parent-in-law.
2. Two (2) working days leave for any other relative not identified in section (1) above
3. An employee may also take one (1) day off for a non-relative's funeral. This may not exceed four (4) occurrences a year. This person must be deemed a close family friend.

Exceptions beyond these categories may be approved at the discretion of the Chief Executive Officer.

The Employer may require an employee to provide proof of death or of family relationship. Additional leave may be granted in extenuating circumstances.

Section 4. Personal Leave. A personal leave without pay, not to exceed six (6) months in duration, may be granted, with the approval of the Chief Executive Officer, to bargaining unit employees with one (1) or more years of seniority. By way of example only, and without limitation, approval may be denied if the Employer would be unable to replace the employee or otherwise have the required work performed.

Section 5. Educational Leave. Leaves of absences without pay may be granted, with the approval of the Chief Executive Officer, to bargaining unit employees with two (2) years of more of seniority desiring to further their education in a job related field. By way of example only, and without limitation, approval may be denied if the Employer would be unable to replace the employee or otherwise have the required work performed. Educational Leaves may be granted for a maximum of one (1) year. The employee shall present to the Agency, at the time of request for Education Leave, written notice of acceptance by the college or university where the employee is enrolled.

However, any employee with five (5) years of seniority who has not previously been granted education leave, shall be entitled to an unpaid Education Leave of up to nine (9) months consistent with all the above eligibility conditions.

Section 6. Unpaid Leave. In addition to any paid medical leave an employee may be eligible for up to six (6) months unpaid leave due to an illness in the employee's immediate family, except that no employee shall take a leave for a period of time longer than the employee's seniority.

Section 7. Military Leave. The Employer shall grant military leave to bargaining unit employees in accordance with State and Federal Laws.

Section 8. Return from Leaves. An employee on a paid leave or an unpaid leave of sixty (60) days or less shall be returned to his/her former Functional Area and classification and status (full-time or part-time) upon return from leave, seniority permitting.

An employee on a paid or unpaid leave for more than sixty (60) days shall be returned to his/her former classification and status (full-time or part-time) upon return from leave, seniority permitting, but may be placed in another Functional Area.

Section 9. Parental Leave. The Employer shall grant parental leave to bargaining unit employees in accordance with State and Federal laws.

ARTICLE XVII: INSURANCE AND PENSION

Section 1. Hospital/Medical Insurance. [See Appendix A] Employer agrees to provide to full-time employees and their dependents, Blue Cross Blue Shield (BCBS) PPO tier gold or higher at the cost to the employee as follows:

January 1, 2025	10%
January 1, 2026	10%
January 1, 2027	10%

Should the current plan premiums increase 10% or more in any given year, the parties agree to open the contract to negotiate methods of keeping the premium increases below 10%.

The plan shall include a Health Savings Account (“HSA”) which provides each employee a debit card which shall be used for authorized expenses. The employer shall contribute \$1,250.00 per year into each full-time employee’s H.S.A. starting January 1, 2022. This H.S.A. benefit will be pro-rated for new hires. [See Appendix B]

This is a Health Savings Account plan, and employees are solely responsible for their account and to comply with all the rules and regulations concerning their use of it.

For new employees, coverage begins the 1st date of hire.

For employees whose birthday limits H.S.A. contributions, maximum employer payout is \$1,250 per year. If employee is not eligible for H.S.A they will receive a \$1,250 payout starting January of each year.

Employees on unpaid medical leave shall receive hospital/medical coverage paid by the employer for the employee only, (but with the option to pay the difference to keep family members on the plan) according to the following schedule:

1 year to 5 years of service	6 months
6 plus years of service	12 months

Part-time and/or temporary employees are not eligible for hospital/medical coverage.

Any premium co-pay shall be paid with pre-tax dollars unless the employee opts not to use that plan.

Section 2. Dental Insurance. Dental Insurance shall be provided to full-time employees and dependents on the first day of the month following the date of hire at no cost to the employee. The dental benefits provided are subject to the terms and conditions of the policy as illustrated in Appendix C.

For new employees, coverage begins the 1st date of hire.

Section 3. Vision Insurance. The Employer agrees to provide to full-time employees and their dependents, at no cost to the employee, vision benefits. The benefit is detailed in Appendix D.

For new employees, coverage begins the 1st date of hire.

Section 4. Group Life Insurance. [See Appendix E] The Employer maintains a non-contributing group life insurance plan for full-time employees in the amount of twice the employee's salary. Employees who have reached the age of 70 or over shall have their insurance reduced by 50%. The employee is eligible for coverage under this policy on the first of the month coinciding with or next following ninety (90) consecutive days of employment.

Any employee hired after May 5, 2021 shall not be eligible for the following:

If the employee retires from the Employer, coverage is fifty (50) percent of salary at the time of retirement. This benefit requires the following:

1. Worked for the United Way of Genesee County for a minimum of ten (10) years, as a full-time employee.
2. Must have attained the age of 59 ½ and is still working at the United Way of Genesee County prior to retiring.

Section 5. Long-Term Disability. [See Appendix F] The Employer maintains a non-contributory long-term disability for full-time employees. Coverage begins after three (3) months of continuous disability. Employees are eligible for coverage under this policy on the first of the month coinciding with or next following 90 consecutive days of employment. The disability income benefits will equal 60% of the first \$50,000 of the employee's regular annual salary plus 40% of any regular salary in excess of \$50,000.

Section 6. If the Employer is unable to purchase insurance as called for in the above articles, the Employer shall notify the Union in writing and the parties shall meet to negotiate alternative coverage.

Section 7. Post-Retirement Medical Benefits.

Any employee hired after May 1st, 2015 shall not be eligible for the following:

Any retired employee who has fulfilled the following requirements will be eligible for hospital/medical benefits:

1. Worked for the United Way of Genesee County for a minimum of ten (10) years, as a full-time employee.
2. Must have attained the age of 59 ½ and is still working at the United Way of Genesee County prior to retiring.
3. Retired on or after January 1, 1995, as a full-time employee.
4. Is not eligible for any other health care package (e.g. General Motors, City, County, and Federal Government) excluding Medicare.

If the employee retires and receives Medicare, the benefit will be a Medicare supplement, if not, the benefit will be current coverage until the employee is eligible for Medicare.

The benefit is for the employee only and does not include spouse or other dependent(s). The employee may cover his/her spouse or dependents by paying the difference in premium.

The Employer will pay monthly premiums according to the following schedule:

10 but less than 15 years of service	=	25%
15 but less than 20 years of service	=	50%
20 but less than 25 years of service	=	75%
25 years and over of service	=	100%

Section 8. 401K Plan and Match. The Employer offers a plan to supplement normal retirement income and social security through a 401K. All employees are eligible to participate. The Employer agrees to match up to 4% each pay period into the employees' 401k.

Section 8a. Profit Sharing. The Employer shall contribute to the employee's 401K plan for full-time and part-time employees who work 500 or more hours in a plan year. The Employer shall deposit a percentage of the employee's annual salary into this plan each year. The Employer contribution shall be as follows:

1. 3% based on the previous year's salary, deposited once a year.

Section 9. Short-term Disability. [See Appendix G] The employer agrees to obtain a short-term disability insurance policy that will be made available to all full-time employees at the employer's expense. The policy will commence after 14 continuous days of disability and stop after the 90th day of disability and pay 60% of their base salary.

ARTICLE XVIII: BARGAINING UNIT JOB DESCRIPTIONS

The Employer will develop and maintain current job descriptions reflecting the general duties of each classification, the difference in duties between various classifications, and the minimum qualifications for each classification. Prior to implementation of new job descriptions, or any revision of existing job descriptions reflecting a significant change in duties, the Employer agrees to submit said new or revised job description to the Union for their review and comment.

All current job descriptions shall be placed in the back of this Agreement.

ARTICLE XIX: GENERAL PROVISIONS

Section 1. Payday. All employees shall have a two-week pay period ending on Friday. Payday for each payroll period shall be the succeeding Friday. If payday is a holiday, payday shall be the preceding workday.

Section 2. Distribution of Overtime. Employees shall be required to work reasonable amounts of overtime upon request. Overtime must be authorized by the Employer. When in the judgment of the Employer, overtime is required, the Employer will distribute such overtime work in an equitable fashion.

Section 3. Nepotism. No person shall be employed if a member of the person's immediate family is an employee of the organization. The term "immediate family" shall include spouse, son, daughter, mother, father, brother and/or sister.

Section 4. Mileage. The organization shall allow mileage to staff members for use of their personal car on organization business. The amount of the reimbursement is to be the current IRS rate. Parking expenses shall be reimbursed to staff members who are required to use their personal cars in the course of performing their assigned duties.

Section 5. Memberships. For the purpose of good public relations, membership by staff in service organizations is desirable. These will be encouraged, with the supervisor's approval and discretion, according to the following guidelines:

More than one (1) membership per employee per year shall be permitted, but a maximum membership cost of up to \$100 per person will be borne by the organization.

Section 6. Travel Expenses. All legitimate travel expenses on behalf of the organization and in the performance of duties shall be borne by the organization, following approval of an itemized expense report. All legitimate travel expenses such as transportation, hotel accommodations, registration and meals shall be itemized, and the staff person shall be reimbursed for same.

Section 7. Advances. Staff shall obtain advances on expenses, where needed, as follows: up to \$25.00 from the petty cash fund; over \$25.00 by separate disbursement check. Listing expenses on staff expense vouchers, and submitting this for approval to the supervisor, is encouraged in routine business expenses.

Section 8. Educational Assistance. It is the intent of the United Way of Genesee County to encourage its employees to prepare for greater opportunities and responsibilities within the organization. To achieve this goal, it is our policy to assist employees with an educational reimbursement program covering one hundred percent (100%) of the cost of tuition up to \$2,500 per calendar year under the following conditions:

1. The employee is full time and has been employed for a minimum of one (1) year on a full-time basis.
2. The course contributes to the employee's effectiveness in his or her present job or prepares the employee for advancement opportunities.
3. Prior approval of the school and the courses to be taken must be granted in writing by the Chief Executive Officer of the United Way of Genesee County.
4. To be eligible for reimbursement, the employee must complete the course with a "B-" or better for undergraduate courses and a "B" or better for graduate courses.
5. An employee receiving any other educational aid is eligible for reimbursement only on those approved courses not covered by other assistance.
6. Reimbursement will be paid upon completion of each course and upon receipt of appropriate grade documentation and receipts with thirty (30) days following the completion of the course. (Additional charges for late registration will not be reimbursed.)
7. Eligibility for reimbursement ceases upon termination.
8. Employees studying under the Educational Assistance Program will be expected to devote their own time to complete the requirements of school attendance and homework assignments.

Section 9. Bargaining Unit Work. No employee outside of the bargaining unit may perform any of the duties exclusively performed by employees covered by this Agreement except when necessary to instruct or train other employees or in emergencies to maintain proper service to the community. The Employer will continue its current practice of having bargaining unit employees perform some of the required painting.

Section 10. Subcontracting. No work which is exclusively performed by employees within job classifications covered by this Collective Bargaining Agreement shall be subcontracted by the Employer to any outside office or agency.

Section 11. Any written statement or oral agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.

Section 12. In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decree, such decisions shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 13. No provision, term or obligation of this Agreement shall be affected, modified, altered, or changed in any respect by any change in the legal status, management or location of the Employer.

Section 14: Cell Phone. All employees who utilize their cell phones for Agency business shall receive stipends according to Agency policy.

ARTICLE XX: COMPENSATION

Section 1. New Hires. The original hire of an employee shall be at Start, except that the Employer may start an employee at Step 1 or 2 due to previous experience. In no event may a new employee be placed at a step higher than a current employee in that classification.

Section 2. Promotions. An employee promoted from one classification to another shall go to the first step in the classification which is at least five percent (5%) increase, and/or the employee shall go to the highest step of the new classification. Employees promoted from one classification to another will have the date of promotion for purpose of future step increases.

Section 3. Overtime. Employees shall be paid their regular hourly rate for hours worked over thirty-six and one quarter (36.25) and up to forty (40) in a pay week. Employees shall be paid at time and one-half (1 ½) for all hours paid over forty (40).

Section 4. Holidays. Double time shall be paid for all hours worked on an actual or observed holiday.

Section 5. Future Steps. All employees shall move up one step upon their anniversary date until they have reached Step 10.

Section 6. Wages. The wage pay scale shall be increased 2% effective July 1, 2024, with an additional 2.5% increase in the pay scale on July 1, 2025 and an additional 2.5% increase in the pay scale on July 1, 2026. (Wage pay scale to be attached to final agreement.)

Based on the pay scale steps of previous contract each employee will be placed in the appropriate step to be in alignment with new pay scale on July 1, 2024 and will forfeit the anniversary step increase during calendar year 2024. Employees will resume step increases based on their anniversary date effective January 1, 2025.

Section 7. Longevity. All represented staff with seniority completing fifteen (15) consecutive years of service with the United Way of Genesee County will receive, in the first paycheck in December for the concurrent year following their employment anniversary date, a lump sum payment of the following schedule:

15 years of consecutive years of service	1.5% of salary
20 years of consecutive years of service	2.0% of salary
25 years of consecutive years of service	2.5% of salary
30 years of consecutive years of service	3.0% of salary
35 years of consecutive years of service	3.0% of salary
40 years of consecutive years of service	3.0% of salary
45 years of consecutive years of service	3.0% of salary
50 years of consecutive years of service	3.0% of salary

ARTICLE XXI: LOCKOUTS AND STRIKES

The union agrees that there will be no strikes or work stoppages during the term of this Agreement and the Employer agrees that there will be no lockouts during the term of this Agreement. The Union further agrees that it and its authorized representatives will discourage any such action on the part of individual employees. Any employee(s) who violate the provision of this section may be subject to discipline by the Employer, up to and including discharge.

ARTICLE XXII: TERMINATION

This Agreement shall be effective on the 1st day of July, 2024, and shall remain in full force and effect until June 30, 2027. It shall be automatically renewed from year to year unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter. In the event that neither party desires to terminate this Agreement, written notice must be given to the other party no less than thirty (30) days prior to the desired termination date, such notification date shall not be before the expiration date set forth in this section.

IN WITNESS WHEREOF, the parties have hereto set their hands this 15th day of May 2024.

FOR THE UNION:

Louis Daniel Thomas
Jan Cost
Mary Kish
Kristin Beardslee

FOR THE EMPLOYER:

[Signature]

