

**AGREEMENT
between**

OPEIU LOCAL 459, AFL-CIO



and

**MICHIGAN CORRECTIONS ORGANIZATION
SEIU LOCAL 526M**



January 1, 2020 - December 31, 2022

AGREEMENT

This Agreement is entered into this 2nd day of December, 2019, between the Office and Professional Employees International Union, Local 459, AFL-CIO, a local union of the Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union" and the Michigan Corrections Organization, Local 526M, Service Employees International Union, its successors or assigns, hereinafter referred to as the "Employer."

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operation of the office involved,

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all administrative support, clerical employees, Benefit Coordinator, and Member Engagement Associate, exclusive of supervisory employees with authority to hire, transfer, suspend, lay off, recall, promote, discharge or discipline other employees, or effectively to recommend such action, if, in the connection with the foregoing, the exercise of such authority is not of merely routine nature but requires the use of independent judgment. The Employer further agrees to bargain in good faith with the Union on all matters of wages, hours of work and other working conditions.

ARTICLE 2 - NEW EMPLOYEES

Section 1. The Employer agrees to notify the Union of all vacancies, and further agrees to interview and give consideration to applicants referred by the Union. The Union will be given five (5) workdays from the time of notification to refer applicants.

Section 2. No work which is normally or customarily performed by employees within job classifications covered by this collective bargaining agreement shall be subcontracted by the Employer to any outside source or agency. The Employer, in its sole discretion, may use other specialists in conjunction with or to compliment the work of bargaining unit employees.

ARTICLE 3 - UNION SECURITY

Effective on March 28, 2013, as a result of Michigan Public Act 348, the provisions of the following paragraph requiring membership in good standing as a condition of employment shall not be applicable except with regard to any work, or in any other circumstance, in which the provision of the Michigan Public Act 348 would not apply or be controlling. The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 shall be repealed, amended, or otherwise nullified through legislative or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the foregoing paragraph affected by such legislation or order shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

Section 1. The Employer agrees that all employees covered under this agreement shall, as a condition of employment, become and remain members of the Union in good standing, if they are not already members.

Section 2. The Employer may hire temporary employees for a period of one hundred eighty (180) calendar days during periods of peak workloads or to replace seniority employees on leave of absence or vacation. Except for temporary employees hired to replace seniority employees on FMLA leaves of absence, temporary employees shall either be severed from the employ of the Employer or become permanent employees after one hundred eighty (180) calendar days of employment and, as a condition of employment, become and remain members of the Union, if they are not already members.

- (a) Temporary employees shall be entitled to the seniority provisions of this agreement. Should such temporary employees become permanent employees, their seniority shall revert to the original date of hire and they shall be entitled to the full benefits of this agreement.

Section 3. Employees shall be required to use the Office and Professional Employees International Union, Local 459, AFL-CIO, union label on all work done by them. Each label shall include the initials of the employee.

ARTICLE 4 - CHECK-OFF OF DUES

Section 1. Upon signed authorization of the employee, the Employer agrees to deduct union dues, initiation fees and assessments as levied and officially designated by the Union from the wages of each employee on the first pay period of each month and shall pay the same to the Secretary-Treasurer of OPEIU Local 459, AFL-CIO within ten (10) days.

ARTICLE 5 - WORK SCHEDULE

Section 1. Seven (7) hours shall constitute the normal workday; thirty-five (35) hours shall constitute the normal work week. For Receptionists, Member Engagement Associates, Benefit Coordinators, and Grievance Coordinators, Monday through Friday, 8:00 a.m. to 4:00 p.m., inclusive, with one (1) hour off each day for lunch.

- (a) For permanent part-time employees, four (4) hours shall constitute the normal workday; twenty (20) hours shall constitute the normal workweek, Monday through Friday, inclusive. The time of arrival and departure each day shall be mutually agreed upon by the employee and the employer.

Section 2. All work performed by bargaining unit members on Saturday and/or Sunday and/or in excess of seven (7) hours per day and/or thirty-five (35) hours per week shall be paid at the rate of time and one-half the regular rate of pay. All moneys due for overtime shall be paid at the same time regular weekly salaries are paid and no accrual of more than one week of overtime shall be permitted at any time.

Section 3. Each employee shall receive two relief periods of not less than fifteen (15) minutes in the work schedule of each day. The first such relief period shall occur during the morning tour of duty prior to the lunch period, and the second relief period shall occur in the afternoon tour of duty prior to the quitting hour.

Section 4. All overtime work shall be distributed among all employees in a manner that will give each employee an equal share of overtime wherever possible in areas of their own responsibilities. Employees shall be notified no later than three (3) hours prior to the end of the regular workday if overtime is to be scheduled, except in cases of critical work or emergencies.

Section 5. Call-in pay shall be for no less than four (4) hours at the rate of pay prevailing for that day.

Section 6. Two (2) hours excused with pay for voting purposes shall be granted on all elections days to employees eligible to vote.

ARTICLE 6 - HOLIDAYS

Section 1. New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, or days designated for observance of these holidays, shall be paid holidays at straight time if not worked. One floating holiday per year shall be granted to be used at the discretion of the employee but only upon prior notification to the Employer. Any work performed on these holidays shall be paid at triple the regular rate of pay.

(a) In the event any of these designated holidays fall on Saturday, the Friday directly preceding said holiday shall be granted as a paid holiday at straight time if not worked; and in the event any of these designated holidays fall on Sunday, the Monday directly following said holiday shall be granted as a paid holiday at straight time if not worked, with the exception that:

If Christmas Eve Day falls on Friday and Christmas Day falls on Saturday, Thursday and Friday shall be paid holidays at straight time if not worked, and

If Christmas Eve Day falls on Sunday and Christmas Day falls on Monday, Monday and Tuesday shall be paid holidays at straight time if not worked, and

If New Year's Eve Day falls on Friday and New Year's Day falls on Saturday, Thursday and Friday shall be paid holidays at straight time if not worked, and

If New Year's Eve Day falls on Sunday and New Year's Day falls on Monday, Monday and Tuesday shall be paid holidays at straight time if not worked.

Section 2. If a holiday occurs during the vacation or sick leave of an employee, the Employer shall not charge the employee's sick or vacation leave bank for that day.

ARTICLE 7 - VACATIONS

Section 1. Employees shall be granted 16 hours vacation with pay upon employment and thereafter shall earn vacation hours per biweekly pay period according to the following schedule:

<u>Seniority</u>	<u>Vacation Hours</u>
0-01 year	4.00 hours per pay period
01-05 years	4.70 hours per pay period
05-10 years	5.30 hours per pay period
10-15 years	5.90 hours per pay period
15-20 years	6.50 hours per pay period
20-25 years	7.10 hours per pay period
25-30 years	7.70 hours per pay period
30-35 years	8.40 hours per pay period
35-40 years	9.10 hours per pay period

Employees shall not earn vacation hours on hours paid in excess of a normal workday/week. Vacation hours, if not used, shall accumulate to a maximum of three hundred (300) hours. Any hours accrued over three hundred (300) shall be paid in January of each year at the employee's regular rate of pay in effect prior to the application of any January wage increase.

Section 2. Vacation schedules shall be arranged on the basis of seniority and shall be mutually agreed upon by the employees and the Employer. Employees will not be required to split their vacations. It is the intent of the Employer that employees take their vacations.

Section 3. Notice of layoff shall not be given during the vacation period or during the two (2) weeks preceding it.

Section 4. In the case of the death of an employee, payment of accrued vacation pay shall be made to the beneficiary and/or estate designated by the employee.

Section 5. An employee with one or more years seniority who quits, is laid off or is discharged shall be paid all accrued vacation pay due him/her, except in the case of proven misappropriation of funds in which case restitution shall be made before such payment shall be made.

Section 6. An employee who suffers an accident or illness immediately prior to or while on vacation shall be granted sick leave with pay in accordance with the provisions of Article 8 upon notification to the Employer. When the employee recovers, mutually agreeable arrangements shall be made between the Employer and the employee to complete the vacation schedule of the employee.

Section 7. In the event of a death in the immediate family of an employee immediately prior to or while the employee is on vacation, leave shall be granted in accordance with the provisions of Article VIII upon notification to the Employer. Mutually agreeable arrangements shall be made between the Employer and the employee to complete the vacation schedule of the employee.

ARTICLE 8 - LEAVES OF ABSENCE

Section 1. Employees shall be granted 4.00 hours sick leave with pay on a biweekly basis. Sick leave shall be cumulative from year to year.

- (a) An employee hired prior to February 11, 2011 with one or more years seniority who quits, is laid off, or is discharged (except in the case of proven misappropriation of funds) shall be paid for all accrued sick leave.
- (b) An employee hired after February 11, 2011 but before January 1, 2020 with one or more years seniority who quits, is laid off, or is discharged (except in the case of proven misappropriation of funds) shall be paid 50% of accrued sick leave.
- (c) Payment shall be made at the employee's final regular rate of pay. In the case of an employee's death, the beneficiary and/or estate designated by the employee shall be paid under the provisions above.
- (d) In the case of discharge for proven misappropriation of funds, the employee shall make restitution before any payment for sick leave will be made.

Section 2. An employee with six (6) months bargaining unit seniority or more shall be entitled to an unpaid illness leave of absence of up to one (1) year with accumulative bargaining unit seniority during such leave. The Employer agrees to pay the Employer's share of the premium (in accordance with Article 14, Section 2) for employees on unpaid illness leave of absence of six (6) months or less. Employer may request medical verification.

Section 3. For sick leave of five (5) or more consecutive days, the Employer may request and receive from the employee involved a statement from a medical doctor certifying the medical disability. In the case of prolonged illness, the Employer may request and receive from the employee involved a statement from a medical doctor certifying good health prior to returning to work.

Section 4. The Employer may agree to consider a written unpaid personal leave of absence of up to one (1) year to an employee with accumulative bargaining unit seniority provided adequate reason can be shown.

Section 5. Employees shall be granted an unpaid maternity leave of absence of up to six (6) months. Employees with one (1) year of bargaining unit seniority or more shall be granted an additional unpaid leave of absence of up to six (6) months with adequate reason shown.

- (a) Employees with less than one (1) year of bargaining unit seniority who are not eligible for maternity leave shall be granted an unpaid parental leave of absence of up to three (3) months, and employees with one (1) year of bargaining unit seniority or more who are not eligible for maternity leave shall be granted an unpaid parental leave of up to six (6) months.
- (b) Employees shall be allowed to use accrued leave credits while on maternity or parental leave.
- (c) The Employer shall pay the Employer's share of the premium (in accordance with Article 14, Section 2) for group insurances while an employee is on maternity leave. The Employer will pay the Employer's share of the premium (in accordance with Article 14, Section 2) for group insurances while an employee is on parental leave provided the employee has no other coverage.
- (d) Bargaining Unit Seniority will continue to accumulate during such leaves of absence.

Section 6. Leave of absence without pay but with accumulative bargaining unit seniority shall be granted in the event an employee is elected as a representative of the Union, to act as a delegate to an AFL-CIO convention or OPEIU convention or in such other capacity or activity directly involving OPEIU, Local 459, AFL-CIO.

Section 7. Employees shall be granted leave of absence with pay in the event the office is closed due to weather conditions or to conditions which prevent the completion of normal daily work, i.e., power failure, heating or air conditioning failure, civil disturbance, etc.

Section 8. Leave of absence with use of leave credits for at least three (3) days shall be granted an employee in the event of death of an employee's father, mother, stepfather, stepmother, spouse, children, step-children, brother, sister, grandchildren, step-brother, step-sister, half-brother, half-sister, mother-in-law, father-in-law, grandparents or legal guardians. The employee shall provide the Employer with proof of death if requested.

Section 9. Leave shall be granted for jury duty. The Employer agrees to compensate the employee(s) a full day(s) wage(s) while on jury duty provided the employee sign their jury duty stipend over to the employer.

Section 10. Any employee drafted or volunteering into the Armed Forces shall be granted a leave of absence and shall receive accrued vacation pay, accrued sick pay and severance pay in accordance with the provisions outlined in this agreement at the time of induction; they will accumulate bargaining unit seniority and will be returned to work at the prevailing rate of pay provided they report to work within ninety (90) days after discharge. However, at the request of the employee and for just cause, an additional ninety (90) days shall be granted.

Section 11. 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 to the Union.

Section 12. Any leave of absence may be extended by mutual agreement between the Employer and the Union.

Section 13. An employee granted a leave of absence shall be returned to work at the same job and at the prevailing rate of pay.

Section 14. In the case of the death of an employee, payment of accrued sick leave shall be made to the beneficiary and/or estate designated by the employee.

ARTICLE 9 – BARGAINING UNIT SENIORITY

Section 1. Newly hired employees shall be considered on a trial basis for a period of one hundred and eighty (180) calendar days from the date of hire.

Section 2. During the term of the one hundred and eighty (180) calendar day probationary period, such employees shall be entitled to all rights and privileges of this agreement except with respect to discharge. After completion of the one hundred and eighty (180) calendar day probationary period, bargaining unit seniority shall be effective as of the original date of employment.

Section 3. Bargaining Unit Seniority shall mean length of continuous service with the Employer and shall be cumulative on a bargaining unit basis.

Section 4. An employee shall lose all bargaining unit seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause.
- (c) Layoff for a continuous period equal to the bargaining unit seniority acquired at the time of such layoff or for one (1) year, whichever is longer.
- (d) Failure to return to work from layoff within ten (10) workdays from recall as outlined in Article 11, Section 9.

Section 5. All employees covered by this agreement shall be placed on one bargaining unit seniority list and bargaining unit seniority shall be bargaining unit wide. The Employer shall provide the Union with a complete bargaining unit seniority list, including classifications and salaries, twice a year.

ARTICLE 10 - PROMOTIONS AND TRANSFERS

Section 1. Promotion is hereby defined as a move from a lower classification to a higher classification.

Section 2. It is the intention of the Employer to fill job vacancies from within the bargaining unit before hiring new employees provided employees are available with the necessary minimum qualifications.

Section 3. Notice of all job vacancies to be filled or newly created jobs shall be posted on all bulletin boards. This notice will remain on the bulletin board for five (5) working days and will include job title, classification, and a brief description of the job duties including minimum qualifications and necessary skills. Only those employees who make application during this five (5) day period will be considered for the job and will be permitted to file a grievance against the final decision.

Section 4. Any employee transferred, promoted or appointed from a classification within the bargaining unit to a supervisory or other excluded classification shall retain, but not accumulate, bargaining unit seniority.

Section 5. When there is an opening for promotion, a new job is created, or temporary or permanent vacancies occur, selection shall be made on the basis of bargaining unit seniority and qualifications. In the event two or more employees are qualified and have the same relative qualifications, the employee with the greatest bargaining unit seniority shall be selected.

Section 6. Any employee who is promoted or transferred to another position within the bargaining unit may request in writing and receive permission to return to his/her former position at the prevailing rate of pay without any loss of bargaining unit seniority. Such permission shall be at the discretion of the Employer but shall not be arbitrarily withheld.

Section 7. In the event the Employer creates a new position and determines it will be in the bargaining unit, the Employer will set the wage rate and shall notify the Union. If requested by the Union, the Employer shall meet and attempt to negotiate the wage rate. Until the matter is resolved, the Employer shall implement the new position and the Employer's wage rate.

ARTICLE 11 - LAYOFF AND RECALL

Section 1. Before a general layoff, the Employer shall notify the Union and negotiations shall be conducted to determine the feasibility of a reduction of hours of work.

Section 2. In the event of a decrease in volume of work to such an extent that a layoff of any employee is made necessary, the principle of bargaining unit seniority shall be applied wherever practicable and said application shall be on a bargaining unit basis.

Section 3. An employee about to be laid off shall receive four (4) 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. Notice of layoff shall not be given while an employee is on vacation, sick leave or leave of absence. Bargaining Unit Seniority shall accumulate during such layoff.

Section 4. Bargaining Unit Seniority employees shall not be required to accept temporary or part-time work to retain their bargaining unit seniority.

Section 5. In the event of a layoff other than temporary (no temporary layoff shall exceed thirty calendar days), the employee shall receive severance pay based on service with the Employer in addition to four (4) weeks notice or equivalent in pay.

- (a) Employees with one (1) year of service or more shall receive one (1) week's severance pay for each year of service. In the event the employer ceases to exist, severance pay is to be paid at the rate of two (2) week's severance pay for each year of service.
- (b) An employee who receives severance pay and is recalled shall have the option of repaying the severance pay and having future severance pay computed from the original date of hire or may use the recall date as the basis for computation for any future severance pay. Should the employee elect to use the recall date for the computation of future severance pay, it shall in no way affect his/her bargaining unit seniority, pension rights, vacation rights, or any other rights provided in this agreement.

Section 6. The Employer agrees to pay the Employer's share of the premium (in accordance with Article 14, Section 2) for employees laid off for periods of sixty (60) calendar days or less. In the event the layoff exceeds sixty (60) calendar days, employees so affected will be given the right to continue coverage through direct payments to the Employer.

Section 7. The Employer, upon rehiring, shall do so in the order of bargaining unit seniority. He shall rehire the last employee laid off. Under no circumstances shall the Employer hire from the open market while employees who are laid off are ready, willing and able to be re- employed.

Section 8. Any notice of re-employment to an employee who has been laid off shall be made by registered mail, return receipt, to the last known address of such laid off employee.

Section 9. An employee recalled and reinstated shall be returned to his/her former position and shall receive his/her former rate of pay in addition to any wage increases that were applied to that position during the period of layoff.

ARTICLE 12 - PENSION PLAN

Section 1. The Employer agrees to provide coverage for each employee covered by this agreement under the SEIU Affiliates' Officers and Employees Pension Plan and the SEIU National Industry Pension Plan that are printed under separate cover and are incorporated by reference as part of this agreement.

APPENDIX TO COLLECTIVE BARGAINING AGREEMENT BETWEEN OPEIU Local 459, AFL-CIO AND SEIU LOCAL 526M

Section 2. COVERAGE

OPEIU Local 459, AFL-CIO and the Michigan Corrections Organization, Local 526M
SEIU ("Employer") agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below. The contributions follow the Preferred Schedule of the Rehabilitation Plan.

Section 3. TERM

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof. This Agreement shall be in effect from January 1, 2015 through December 31, 2016.

Section 4. CONTRIBUTIONS

(a)(1) As of January 1, 2015, the Employer agrees to contribute to the Fund \$0.50 for each hour worked and an additional 59.8% percent in supplemental contributions for all employees covered by the Collective Bargaining Agreement. Employees hired after the effective date of this Appendix shall be covered from their date of hire.

(2) Commencing on January 1, 2016, the Employer agrees to contribute to the Fund \$0.50 for each hour worked and an additional 72.1% percent in supplemental contributions for all employees covered by the Collective Bargaining Agreement. Employees hired after the effective date of this Appendix shall be covered from their date of hire.

(b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine.

(c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 5. TRUST AGREEMENT

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

Section 6. AUDITS

The Employer agrees to permit auditors authorized by the Fund to inspect and review any of its records necessary to ensure compliance with this Agreement and to forward such records or true copies thereof to the Fund's auditors upon request.

Section 7. DELINQUENCIES

The Employer agrees and affirms that, should it default or become delinquent in any of its obligations to the Fund set forth in this article, it shall be liable for such damages, penalties and costs as may be provided for by the Fund's Trust Agreement, resolution(s) and collection policy(ies) of the Fund's Trustees including, but not limited to, a late payment penalty, interest, liquidated damages, and all costs of collection including reasonable attorney's and accounting fees.

Section 8. COOPERATION

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retire Income Security Act.

Section 9. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 10. MISCELLANEOUS

In the event of any inconsistency between this Appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

ARTICLE 13 - LONGEVITY BONUS

Section 1. Employees with five or more years' bargaining unit seniority shall receive a longevity bonus on their anniversary date equal to \$50.00 for each year of bargaining unit seniority.

ARTICLE 14 - INSURANCE

Section 1. PPACA. It is agreed that both parties will comply with any guidelines and/or changes concerning healthcare according to the Patient Protection Affordable Care Act.

Section 2. Health. The Employer shall provide the employees with Blue Cross/Blue Shield Community Blue Platinum Plan, or equivalent, as appears in Appendix A. Effective January 1, 2016, it is agreed that, the Employee shall pay 20% toward premium costs.

Section 3. Dental. The Employer agrees to pay the cost of the premium for full family dental insurance. The plan shall be ADN Dental Care Program with orthodontic coverage. The Employer may insure employees under a comparable plan provided there is no lowering of benefits.

Section 4. Optical. The Employer agrees to pay the cost of the premium for full family optical insurance. The plan shall be ADN Vision Care Program. The Employer may insure employees under a comparable plan provided there is no lowering of benefits.

Section 5. Disability. The Employer shall pay the cost of the premium for short-term disability income insurance. The insurance shall provide two-thirds of the employee's regular income after a 30-day calendar wait. The insurance shall cover the employee until age 65 subject to any provisions of the insurance contract. The Employer reserves the right to self-fund all or part of disability coverage. See attached Letter of Understanding #1.

Section 6. Life Insurance. The Employer agrees to pay the cost of term life insurance (with disability and dismemberment coverage) for each employee with coverage of \$55,000.

Section 7. Flexible Spending Accounts. If the group is eligible, the Employer shall provide flexible spending accounts allowing employees to deposit tax-free money for childcare and/or medical expenses. The Employer shall fund the set-up and administrative costs.

Section 8. Health Care Opt-Out. An employee who has health care from another source may, at the employee's option, opt to receive a payment in lieu of health care. The biweekly payment shall be \$100.00 except that no employee shall receive less for the opt-out that he/she is currently receiving. An employee may receive the opt-out in wages or have it put into a flexible spending account. An employee must provide proof of alternate coverage.

Section 9. Retiree Insurance. The Employer shall pay retired employees that are receiving benefits under the SEIU pension plan, the following portion of the health insurance premium. Coverage is for the retired employee only.

<u>Years of Service</u>	<u>Percent of Monthly Premium</u>
0-10	0% of the Monthly Premium
10-16	30% of the Monthly Premium
16-20	50% of the Monthly Premium
20-25	80% of the Monthly Premium
25 or more	90% of the Monthly Premium

Section 10. The Employer will provide an eligible MCO retiree the Blue Cross Blue Shield health insurance plan, or a relatively comparable plan, with premiums split between the Employer and Retiree according to the requirements and schedule in Section 9.

Section 11. Workers Compensation. The Employer agrees to establish and maintain workers compensation coverage for all employees covered by this agreement. Employees who use sick leave for an absence that is later covered by workers compensation shall be allowed to buy back their sick leave for that period. Employees who are receiving workers compensation benefits shall be allowed to supplement the benefit with sick leave to 100% of their regular pay.

ARTICLE 15 - GENERAL

Section 1. Bulletin boards will be made available to the employees by the Employer for the purpose of posting union notices relating to meetings, dues, entertainment, health and safety and general union activities.

Section 2. The Employer agrees there will be no discrimination under any circumstances in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, union activity, marital status or political beliefs.

Section 3. The Employer shall maintain a high degree of sanitation, heating, lighting, and general working conditions.

Section 4. Any written statement or verbal agreement made between an employee and the Employer that may conflict with this agreement shall be null and void.

Section 5. It is understood that no clause in this agreement shall result in a lowering of the working conditions heretofore maintained.

Section 6. An employee leaving the service of the Employer shall upon request be furnished with a written statement of character of service.

Section 7. Supervising officers or representatives of the Employer shall not engage in any work normally done by office employees that deprives office employees of work or earnings except as may be contracted through Article 2, Section 2.

Section 8. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision 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 9. In the event the Employer shall by merger, consolidation, sale of assets, lease, franchise, or by any other means enter into an agreement with another firm or individual which in whole or in part affects the existing collective bargaining agreement, such firm or individual shall be bound by each and every provision of this agreement. The Employer shall have an affirmative duty to call this provision of the agreement to the attention of any firm or individual with which it seeks to make such an agreement.

Section 10. 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 11. Permanent part-time employees shall be entitled to all benefits of this collective bargaining agreement on a prorated basis for time worked, except where otherwise provided.

Section 12. The Employer agrees to establish a program for tuition reimbursement on a case-by-case basis to employees covered by this Agreement for job related courses of study.

Section 13. In the event that the employer, MCO, ceases to exist because it no longer has jurisdiction within the Michigan State Security Bargaining Unit, then the following will be afforded to MCO members represented by OPEIU Local 459, AFL-CIO. A merger with another SEIU Local would not be considered applicable in this situation:

- (a) Salary upon dissolution for a period of 24 weeks (12 pay periods.)
- (b) Current health insurance, dental, prescription, and vision shall be provided for the individual/family for a period of 24 week (12 pay periods.)
- (c) Sick Leave and Annual Leave accruals shall be paid at 100%.
- (d) Life Insurance premiums shall be paid for a period of 24 weeks (12 pay periods.)

ARTICLE 16 - TECHNOLOGICAL CHANGES

Section 1. No persons holding jobs within the bargaining unit will be subject to layoff nor will an employee's compensation be reduced in the event jobs are abolished or altered by the introduction of data processing equipment, computers or other automated office machines.

Section 2. The Employer will provide a comfortable, clean work environment including ergonomically proper equipment.

Section 3. Employees may at their option receive complete eye examinations by an eye doctor every twelve (12) months. Employees shall receive examinations and treatment on paid work time.

Section 4. The Employer shall not contest a claim by a worker for Workers Compensation for eye problems that are certified by two independent ophthalmologists, one of whom is selected by the Employer, where the ophthalmologists state that the condition is caused or exacerbated by computer work.

ARTICLE 17 - GRIEVANCE MACHINERY AND ARBITRATION

Section 1. A grievance within the meaning of this agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provisions of this agreement.

Section 2. The employees shall elect a Steward and Alternate Steward who shall represent them in the handling of all grievances.

Section 3. The Employer shall designate an official who shall meet with the Union for purposes of settling grievances.

Section 4. The Steward and/or Alternate Steward shall be allowed to receive, investigate and process grievances during working hours.

Section 5. In the event of such grievance, the steps hereinafter set forth shall be followed:

STEP 1 - An employee having a grievance may take it up orally with the immediate supervisor, with the Steward and/or Alternate Steward present at the option of the employee. In the event the grievance is not satisfactorily settled within five (5) working days, the employee and the Steward and/or Alternate Steward shall reduce the grievance to writing and forward it to the next step in the procedure.

STEP 2 - The Steward and/or Alternate Steward shall present the written grievance to the designated official of the Employer, who shall meet with the Steward and/or Alternate Steward within ten (10) working days and who shall render a written decision within five (5) working days from such meeting. In the event the grievance is not satisfactorily settled, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

STEP 3 - The Steward and/or Alternate Steward and a Representative of OPEIU, Local 459, AFL-CIO shall meet with the Executive Board of the Employer at the first board meeting following receipt of the step 2 response for the purpose of discussing and settling the grievance. In the event of failure to reach a satisfactory settlement, both parties will complete and sign the grievance record form and the grievance may be taken to arbitration by either of the parties upon written notice to the other party within thirty (30) working days of the aforementioned meeting.

STEP 4 - The grievance shall be submitted to the American Arbitration Association. Both parties agree 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. Expenses incurred in the payment of the arbitrator shall be borne equally by both parties.

Section 6. If in any of the foregoing steps either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration.

Section 7. The aggrieved may be present at any or all stages of the grievance procedure.

Section 8. The Employer agrees not to discharge employees except for just and sufficient cause. The Employer shall advise the Union of any such discharge and the reasons therefore prior to such action.

- (a) A hearing shall be held within four (4) working days or on a mutually agreeable date after the discharge of any employee. Two representatives designated by the Employer and two representatives designated by the Union shall make up the hearing committee. If the representatives reach settlement, such settlement shall be final and binding on all parties. If no such settlement is reached, the grievance shall be referred to the fourth step of the grievance procedure.
- (b) If upon joint investigation by the Union and the Employer or by decision of an arbitrator appointed pursuant to the terms of this agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of bargaining unit seniority or rank.

(c) If the employee remains discharged, s/he shall receive all accrued vacation pay as outlined in Article 7, Section 5, sick pay as outlined in Article 8, Section 1 and severance pay as outlined in Articles 17, Section 8c and 11, Section 5a, except in the case of proven misappropriation of funds in which case restitution shall be made before such payment shall be made.

ARTICLE 18 - WAGES AND CLASSIFICATIONS

Section 1. Effective January 1, 2020, the following classifications and rates of pay shall be in effect: Wages shall increase 2% effective January 1, 2020 and shall increase 2% effective January 1, 2021 and shall increase 2% January 1, 2022.

Classifications Title	Effective Date	Hire In	12 Months	2 Years	3 Years	4 Years	5 Years
Member Engagement Associate	Eff. 1/1/2020	20.40	21.17	22.19	23.21	24.48	26.01
	Eff. 1/1/2021	20.81	21.59	22.63	23.67	24.97	26.53
	Eff. 1/1/2022	21.23	22.02	23.08	24.14	25.47	27.06
Grievance Coordinator	Eff. 1/1/2020	18.32	21.99	22.88	23.75	24.61	25.49
	Eff. 1/1/2021	18.69	22.43	23.34	24.23	25.10	26.00
	Eff. 1/1/2022	19.06	22.88	23.81	24.71	25.60	26.52
Receptionist/ Administrative Support	Eff. 1/1/2020	15.92	16.69	17.71	18.73	20.00	21.53
	Eff. 1/1/2021	16.24	17.02	18.06	19.10	20.40	21.96
	Eff. 1/1/2022	16.56	17.36	18.42	19.48	20.81	22.40

Section 2. The progression rates in the above schedule may be accelerated by mutual consent of the Employer and the Union.

Section 3. Hotel, meals and transportation costs incurred by employees covered by this agreement who work at or are required to attend a convention, special convention, conference or other Employer related business shall be paid by the Employer except when the convention, conference or Employer related business is conducted in Lansing. When a convention, conference or Employer related business is conducted in Lansing, the Employer shall pay for all meals.

Section 4. All employees covered by this agreement will be granted mileage and expenses at the rate provided by the Employer to its officers when on Employer related business.

Section 5. The Receptionist will be compensated at the Grievance Coordinator rate when performing Grievance Coordinator job specific duties that are not clerical in nature. Payment shall be for time worked once a 1-hour threshold has been reached within a workday.

Section 6. Bargaining Unit Employees, except for the Grievance Coordinator, employed as of December 31, 2019, shall receive a one-time lump sum of \$1,200. The Grievance Coordinator will receive a one-time lump sum of \$1,500 due to her being at the top of the pay scale and unable to receive a step increase.

ARTICLE 19 - DURATION AND AMENDMENT

Section 1. This Agreement shall remain in full force and effect for three (3) years until December 31, 2022 and shall continue in full force and effect from year to year. In the event either party wishes to change, amend, modify or terminate this Agreement, notice shall be given by either party to the other in writing sixty (60) days prior to the anniversary date of any year.

Section 2. Both parties agree to begin negotiations on the next contract 60 days prior to the scheduled termination of the existing contract.

**FOR MICHIGAN CORRECTIONS
ORGANIZATION, SEIU LOCAL
526M**

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

 1/16/20

Ray Sholtz
Vice President

 1/16/20

Stephanie Short
Chief Steward