

# 2016-2020

Bargaining Agreement Between



UAW-GM Center for  
Human Resources

and



Office and Professional  
Employees International Union,  
Local 459, AFL-CIO



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## ARTICLE 1

### **RECOGNITION**

(1) Recognition: The UAW-GM Center for Human Resources (hereinafter referred to as the "CHR") recognizes the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union"), as the exclusive collective bargaining representative for the bargaining unit of CHR employees defined in the following paragraph for the purpose of collective bargaining with respect to wages, hours of work and other terms and conditions of employment.

(2) Bargaining Unit: The bargaining unit is defined as follows: All regular full-time and regular part-time office clerical, maintenance, technical and professional employees of the CHR, but excluding all confidential employees, managerial and supervisory employees and guards as defined in the National Labor Relations Act.

(3) In the event the CHR opens new offices and hires regular employees to fill positions, the new offices will be covered by this CBA.

## ARTICLE 2

### UNION SECURITY AND PAYROLL CHECKOFF

#### **Memorandum of Understanding Pertaining to Michigan Public Act 348:**

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 The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 shall be repealed, amended, or otherwise nullified through legislation or any order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of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

(4) Each employee who is a member of the bargaining unit as defined in Article 1 (Recognition) shall be required as a condition of employment to join the Union no later than the successful completion of their ninety (90) calendar day probationary period, as defined in Article 10 (Seniority) or execution of this CBA, whichever is later and to remain a member in good standing of the Union thereafter during the duration of this CBA.

(5) The CHR agrees that any employee who is a member of the bargaining unit, as defined in Article 1 (Recognition), may, by signing and delivering to the Personnel Department a written authorization, cause the CHR to deduct from the last pay period of each month, the amount of the employee's dues obligation, initiation fees or assessments to the Union. Such deduction will commence upon completion of their probationary period.

(6) The CHR shall remit monthly to the Union all sums deducted in accordance with the preceding paragraph.

(7) The CHR agrees to deduct voluntary contributions for "Vote" political arm of OPEIU.

(8) The Union shall indemnify and hold the CHR harmless against liability or economic loss that has arisen out of or by reason of action taken by the CHR under the provisions of this Article.

(9) All Union members shall be required to use the Office and Professional Employees International Union, OPEIU, Local 459 AFL-CIO Union label on all work done by them. Each label shall contain the employee's initials. Example: ab/opeiu459aflcio. The OPEIU bug shall be placed on manuals prepared by OPEIU members and finalized by outside vendors.



## ARTICLE 3

### **AFFIRMATIVE ACTION STATEMENT**

(10) The CHR and the Union recognize the legal and moral principles involved in the area of equal opportunity in employment and affirm in their CBA to afford all persons equal employment opportunities without regard to their race, religion, color, age, sex, sexual orientation, gender identity and or expression, height, weight, national origin, political beliefs, individuals with disabilities as required by appropriate state and federal law, or any other classification protected by appropriate state and federal law.

## ARTICLE 4

### **RIGHT TO MANAGE AND OPERATE**

(11) The CHR retains the sole right to manage and operate the CHR. This right includes, but is not limited to, the right, power, and authority to manage CHR operations and employees; select, hire and assign all responsibilities to employees; make such reasonable rules and regulations, not in conflict with this CBA, as it may from time to time deem advisable for the purpose of maintaining order, safety, and/or effective operation of the CHR; establish work schedules; and transfer, promote, layoff, demote, or discipline employees. In addition, the services to be rendered, the location of offices, the goals of the CHR, the methods, processes and means of delivery of service are solely and exclusively the responsibility of the CHR.

## ARTICLE 5

### **STRIKES, STOPPAGES AND LOCKOUTS**

(12) The CHR and the Union agree that they are opposed to unauthorized lockouts, strikes, work stoppages, sit-downs, curtailment of work or interference with the work of the CHR. Further, the parties agree that it is their intention to resolve any disputes which may arise between them by using the procedures contained in this CBA. Therefore, the CHR agrees that it shall not lock out bargaining unit employees during the term of this CBA, and the Union agrees that neither it nor any employee represented by it shall instigate, induce, permit, or engage in any picketing or any strike, slowdown, work stoppage, mass absenteeism, or any other restriction which would interfere with the operation of the CHR. This does not however, prevent the Union from having an informational picket on an issue that is not a matter for dispute resolution and all other avenues for resolution have been exhausted.

(13) In the event of a violation of this Article by any employee in the Bargaining Unit, the CHR may impose disciplinary measures, up to and including discharge, upon the employee or employees involved.

(14) Employees shall not be required to handle work of other OPEIU units that are on strike.

## ARTICLE 6

### **BARGAINING UNIT WORK AND SUBCONTRACTING**

#### **BARGAINING UNIT WORK**

(15) Non-bargaining unit employees shall not be permitted to perform work on Union-represented jobs except in the case of an emergency arising out of unforeseen circumstances which call for immediate action or for the purpose of instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. Management will notify the Union when such an issue arises.

(16) In those instances where in the Union's opinion a violation is taking place, the matter may be raised directly with the UAW Assistant Director for Personnel and the GM Personnel Director for prompt investigation and response. The Union will give Management a clear description of the specific work which the Union believes is improperly assigned and/or performed, and Management will respond in a timely manner.

#### **SUBCONTRACTING**

(17) No work which is normally or customarily performed by employees within job classifications covered by this CBA shall be subcontracted by the CHR to any outside source or agency.

(18) In all cases, except where time and circumstances prevent it, Management will hold advance discussion with and provide advance written notice to the Chief Steward prior to letting a contract for the performance of bargaining unit work. In this discussion, Management is expected to review its plans or prospects for letting a particular contract. The written notice will describe the nature, scope and approximate dates of the work to be performed and the reasons (equipment, available human resources, etc.) why Management is contemplating contracting out the work. Normally when this review occurs, it is understood that the work is only being contemplated, therefore giving the Union the opportunity to make a business case for the work to be performed by bargaining unit personnel in a competitive manner.

## ARTICLE 7

### **REPRESENTATION, MONTHLY MEETINGS, NEW MEMBER ORIENTATION AND UNION BULLETIN BOARDS**

#### **REPRESENTATION**

(19) The CHR shall recognize two (2) Building Stewards, two (2) Alternate Building Stewards, a Chief Steward and an Alternate Chief Steward. These individuals shall comprise the Steward Committee. The Alternate for each Representative shall replace the Representative when he or she is absent from the facility or unavailable. The Building Stewards, Alternate Building Stewards, a Chief Steward and an Alternate Chief Steward shall be elected by secret ballot by the Union members from the bargaining unit.

(20) The Local Union 459, OPEIU shall provide the CHR with written notice throughout the duration of this CBA of the Union Representative(s) authorized to act for them under this Article. The Servicing Representative, OPEIU, shall provide the CHR with written notice throughout the duration of this CBA of the Union Representative(s) authorized to act for them as Local 459 Officers. Further, such notification shall designate which Union Representative, i.e. Local President, Chief Representative, or Local Steward, who is authorized to act under the various Articles in this CBA.

- a) The Building Stewards and Alternate Building Stewards shall have a combined total of up to fifteen (15) hours per week with pay for Union business.
- b) The Chief Steward and the Alternate Chief Steward shall have a combined total of up to fifteen (15) hours per week with pay for Union business. The Chief Steward shall be granted super seniority for the duration of their term of office for the purpose of layoff and recall.
- c) The CHR will provide the Union with workspace for conducting Union business. The workspace will include a locking file cabinet, desk, chair, computer with printer, and a phone. The location of the workspace will be determined by mutual agreement.

(21) Calls for Union representation shall be handled in the following manner:

- a) The lead person/supervisor shall place the call with the Personnel Department, where it will be logged into a call book open for Union and CHR review.
- b) The Steward Committee shall be notified by the Personnel Department of the call, indicating the employee requesting them and the lead person/supervisor placing the call. The Union Representative answering the call and the employee's lead person/supervisor shall agree upon a time when they may answer the call based upon the needs of the employee's job and the urgency of

the call. This shall not unduly delay the answering of representation calls. Disciplinary calls shall be answered immediately.

- c) Upon completion of the call, the Union Representative shall notify the employee's lead person/supervisor that the steward call is completed.

(22) Union Representatives must notify their immediate supervisor if they are going to leave their job to conduct Union business at any time during their working hours. Such notification may be by email and copied to the UAW/GM Personnel Managers.

(23) To facilitate further investigation of current grievances, the affected Union Representative shall request to meet with the grievant through the grievant's lead person/supervisor after scheduling an agreeable time to perform such investigation with their lead person/supervisor.

(24) It was agreed that any questions or concerns regarding administration of this Article shall be raised by either party, and discussions undertaken to seek resolution.

### **MONTHLY MEETINGS**

(25) A meeting will be held once a month, at mutually agreed upon times between the UAW Assistant Director for Personnel and GM Personnel Director, or their designees, the Chief Steward and Chief Steward's designated Union Representative.

### **NEW MEMBER ORIENTATION**

(26) The parties agree they will jointly participate in a New Member Orientation Program which is intended to give the new employee an understanding and first-hand knowledge of both parties, as well as their rights and responsibilities as an employee of the CHR and a member of OPEIU Local 459.

### **UNION BULLETIN BOARDS**

(27) The CHR shall provide for the use of the Union, one bulletin board on each floor, which may be used to post the following information approved in writing by duly and authorized Union Representatives:

- a) Notices of Union elections
- b) Notices of appointments and results of Union elections
- c) Notices of Union meetings
- d) Notices of Union recreational and social affairs
- e) Notices concerning bona fide Union activities

- f) Other notices concerning Union affairs which are not political or controversial in nature

(28) The Union will promptly remove from such Union bulletin boards, upon Management's request, any material which is detrimental to the Labor/Management relationship.

## ARTICLE 8

### **GRIEVANCE RESOLUTION PROCEDURE**

(29) A grievance is a complaint by an individual employee, by a group of employees having the same immediate lead person/supervisor, or by the Union concerning the interpretation, operation, or application of a term of this CBA, except where the term of this CBA contains specific language exempting said term in whole or in part from the operation of this procedure. Resolution of all complaints, disputes, grievances, or controversies shall be disposed of in accordance with the following procedure.

(30) Any bargaining unit employee having successfully completed the new hire probationary period may use the Grievance Resolution Procedure.

(31) In order for a matter to become a subject of this Grievance Resolution Procedure, the formal written grievance must be filed and received by Management within ten (10) working days of the alleged violation or ten (10) days from the date of discovery by either the employee or the Union.

(32) **Initial Grievance Resolution:** Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the lead person/supervisor who will attempt to adjust it.

- a) *First Step:* If a grievance is not resolved in the Initial Grievance Resolution stage, the employee may request the lead person/supervisor to call the Steward to handle a specified grievance with the lead person/supervisor per paragraph (21a). The lead person/supervisor will send for the steward without undue delay and without further discussion of the grievance.
- b) If the grievance is not adjusted by the lead person/supervisor, it shall be reduced to writing on forms provided by the CHR, and signed by the employee involved and one copy shall be given to the lead person/supervisor. The grievance shall state the nature of the grievance, the contract term violated, and the relief requested. The employee's lead person/supervisor will meet with the Union Representative within five (5) working days of such receipt to discuss the grievance. The grievant may be present at such meeting. The grievant's role is to observe and answer questions when requested. The Union Steward will be the spokesperson for the Union. The lead person/supervisor shall render a written disposition of the grievance within five (5) working days of such meeting. If the lead person/supervisor's written response to this step is not satisfactory to the Union, the Union Representative shall provide written notice to appeal the grievance, to the lead person/supervisor, within five (5) working days of the receipt of the lead person/supervisor's written disposition. The Steward shall then take the grievance up with the appropriate Assistant Director(s) and/or their designated Representatives.



- c) *Second Step:* Upon receipt of appeal of the Step One response, the appropriate Assistant Director(s) and/or their designated Representatives shall meet with the Union Representative within five (5) working days following submission of the appeal. Any problems with scheduling meetings will be brought to the attention of the Personnel Department for assistance. The Assistant Directors or their designated Representatives shall render a written disposition within five (5) working days of such meeting. If the written response under this step is not satisfactory to the Union, the Union Representative shall provide written notice to appeal the grievance, to the Personnel Department, within five (5) working days of the receipt of Assistant Directors written disposition.
- d) *Third Step:* Upon receipt of appeal of the Step Two response, the Personnel Department Representative(s) (or their designated Representatives) shall meet with the Chief Steward or their designated Representative (who is also a member of OPEIU Local 459, CHR bargaining unit and/or the Local 459 Service Representative), within five (5) working days following submission of the appeal. The Personnel Department and/or designated Representatives shall render a written disposition within ten (10) working days of such meeting. If the Union is not satisfied with the written response to this step, the Chief Steward or designated Representative may appeal the grievance to arbitration by providing written notice of such appeal to the Executive Co-Directors of the CHR within twenty (20) working days following receipt of the Third Step answer.
- e) *Optional:* Prior to the arbitration step, the Union may elect to review the grievance with the Executive Co-Directors. The CHR will submit a written disposition to the OPEIU within five (5) working days of the meeting.
- f) *Fourth Step:* If the grievance is appealed to arbitration, the Union and the CHR shall attempt to agree on an arbitrator. If no agreement can be reached within five (5) working days, the parties may submit the grievance to the American Arbitration Association. The Union and the CHR may jointly request that the arbitration decision be made on an expedited basis, pursuant to American Arbitration Association rules.
- g) The powers of the arbitrator are limited as follows:
- The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this CBA or written agreements supplemental thereto.
  - The arbitrator shall have no power to establish work standards, salary ranges, or other compensation related practices.
- h) In the event that the grievance is appealed to an arbitrator on which the arbitrator has no power to rule, the grievance shall be referred back to the parties without recommendation.

- i) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the CHR, on the Union, its members, and the employee or employees involved.
- j) The Union may elect to arbitrate grievances of a like nature at the same time. No decision in any one case shall require a retroactive pay adjustment on any other case.
- k) In all cases, the fees and expenses of the arbitrator shall be shared equally by the CHR and the Union. The cost of attorney's fee and the cost of a transcript ordered by one party shall not be shared.

(33) Time limits under this Article may be amended in individual cases by the written agreement of the Union and the CHR.

(34) Any grievances not carried to the next step by the Union within the prescribed time limits of that step, shall be automatically closed upon the basis of the last disposition by the CHR, unless it is mutually agreed by the parties to extend the time limits. Further, should Management fail to provide a written response within the prescribed time limits at any step of the Grievance Resolution Procedure, the union will have ten (10) days from the due date to appeal the grievance to the next step of the procedure, unless it is mutually agreed by the parties to extend the time limits.

(35) The CHR shall have no liability for wages or benefits or other liability of any claim that is the subject of this Grievance Resolution Procedure for any time prior to the filing of the written grievance, except that:

- a) In cases based on a violation that is continuing, and the circumstances of the case made it impossible for the employee or the Union to know that grounds existed for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

(36) Grievances regarding discharges may be initiated at the Third Step of the Grievance Resolution Procedure. Grievances regarding policy issues, and job selection made as a result of a job posting, may be initiated at the Third Step of the Grievance Resolution Procedure.

## ARTICLE 9

### **DISCIPLINE**

(37) The CHR retains the sole right to discipline and discharge employees for just cause.

(38) The principle of progressive discipline will be followed by the CHR except in cases warranting discharge. Written discipline will be made a matter of record with a copy to the employee and the Union. When disciplinary action is being contemplated, the employee, where circumstances permit, will be offered an interview to allow for answering the charges involved in the situation for which such discipline is being considered before being required to leave the CHR. The employee may request the presence of the Chief Steward at this interview. On a case-by-case basis, a twenty-four (24) hour cooling-off period may be utilized.

(39) In imposing discipline on a current charge, the CHR will not take into account any prior infractions which occurred more than one (1) year previously. In cases of repeat violations of work rules, this will be extended to twenty-four (24) months.

(40) It is understood that Leave of Absence taken by the employee will extend the twelve (12) and twenty-four (24) month period by an amount equal to the period of Leave.

(41) Discipline pertaining to attendance will be recorded separately and will only be progressive with attendance.

(42) Any employee discharged for just cause shall be given accrued vacation pay, except where such discharge is for misappropriation of funds or fraud.

## ARTICLE 10

### **SENIORITY**

(43) Employees shall acquire seniority upon successful completion of a probationary period of ninety (90) calendar days from the date of hire, at which time their seniority shall be as of the date of hire, provided that the CHR has the unconditional right to terminate the employment of employees during the ninety (90) calendar day probationary period.

(44) The length of an employee's probationary period will be extended by the number of working days equal to the days absent if absences occur during said period. The Chief Steward will be notified in writing prior to an employee's probationary period being extended.

(45) If a probationary employee is laid off, their employment shall be terminated.

(46) Seniority shall be lost for any of the following reasons:

- a) Employee quits (it is expected that employee will provide at least two [2] weeks' notice to the CHR).
- b) Employee is discharged for just cause.
- c) Employee is laid off for a continuous period equal to the amount of seniority they had accumulated at the time of layoff or one (1) year, whichever is greater.
- d) Employee is absent for three (3) consecutive working days without notification to the CHR, except in extraordinary circumstances where the employee provides a satisfactory reason for the entire period of absence and it was not possible for the employee to notify the CHR.
- e) Employee fails to return from a Leave of Absence within five (5) consecutive working days, except in extraordinary circumstances where the employee provided a satisfactory reason and it was not possible for the employee to notify the CHR.
- f) Employee fails to return to work within five (5) consecutive working days after recall in accordance with the recall provision of this CBA except in extraordinary circumstances where the employee provided a satisfactory reason and it was not possible for the employee to notify the CHR.

(47) The CHR shall prepare, update and submit to the Union, monthly, a complete seniority list including each employee's name, date of hire and job classification. Employees with the same seniority date shall be ranked according to the last four (4) digits of their social security number with the higher number being ranked higher.

(48) Seniority for regular part-time employees shall be computed on a pro-rated basis of 1,950 hours per year for purposes of layoff, recall and self-nomination opportunities.

(49) In the event a bargaining unit employee leaves a bargaining unit position to accept a non-bargaining unit position, their seniority will be frozen. If they subsequently re-enter the bargaining unit, their seniority will be re-established accordingly.

## ARTICLE 11

### LAYOFF AND RECALL

#### LAYOFF PROCEDURE

(50) Once a position has been identified to be eliminated, the CHR will notify the Union in writing and review the seniority list with the Union to determine the lowest seniority employee in the affected classification. This employee may choose a layoff or will be reduced out of the classification and the following process shall be implemented:

- a) The employees who hold jobs at the same compensation level as the reduced employee shall be listed in seniority order. The lowest seniority employee in this group who holds a job for which the reduced employee meets the minimum qualifications shall be displaced by the reduced employee, seniority permitting.
- b) If the reduced employee does not have sufficient seniority to displace an employee at this compensation level and/or the reduced employee does not meet the minimum qualifications for any other job at this compensation level, the employees who hold jobs at the next lowest compensation level shall be listed in seniority order. The lowest seniority employee in this group who holds a job for which the reduced employee meets the minimum qualifications shall be displaced by the reduced employee, seniority permitting.
- c) This process shall continue through successively lower compensation levels until such time as the reduced employee is placed into a job. If there is no job for which the reduced employee is eligible, they will be placed on layoff.

(51) Employees who are displaced in this process shall be afforded the same rights to displace lower seniority employees through the same process until such time as an employee is laid off. It is understood that Management may choose to retain a displaced employee at any point in this process.

(52) Employees reassigned to available work must adequately perform the work within thirty (30) working days. If they cannot adequately perform the work within thirty (30) working days, they will be laid off.

(53) An employee scheduled to be laid off shall receive two (2) weeks' notice or the equivalent in wages.

## **RECALL PROCEDURE**

(54) Recall shall occur according to the following provisions:

- a) The CHR shall prepare, update and submit to the Union as necessary, a list of employees who have been laid off or demoted under the layoff provision. This report will hence be called "Recall List." When a position at the CHR becomes available, the highest seniority employee on the Recall List who meets the minimum qualifications for the position will be offered recall to the available position, providing that it is of equal or lower salary level than their highest rated previous classification held in this reduction in force sequence. A person declining a recall offer will be removed from the Recall List and their employment will be terminated as a voluntary quit.
- b) Recall offers to laid-off employees shall be sent by certified mail to the most current home address in each employee's CHR Personnel file, with a copy furnished to the Union. An employee will have three (3) working days to respond to the Personnel Department and if accepting the position, five (5) working days after receipt or attempted delivery of such letter to either report to work, or to provide satisfactory reason for their absence.
- c) If an employee from the Recall List has been selected to fill a vacancy and is unable to adequately perform the work available within thirty (30) working days, he or she shall be returned to their previous status and added to the Recall List.

## ARTICLE 12

### VACANCIES AND POSTINGS

(55) The following procedure will govern the selection of employees to fill all vacancies, both regular and temporary within the bargaining unit:

(56) The CHR shall notify the Union in writing (includes e-mail) of all bargaining unit vacancies as they occur and shall provide the Union with copies of all job postings. The Union will be notified in writing (includes email) within fifteen (15) days if the CHR determines it will not fill a vacancy.

(57) When vacancies occur, the CHR shall examine the Recall List to identify any employee eligible for recall as provided in Article 11 (Layoff and Recall).

(58) In the event that there are no employees on the Recall List who meet the recall requirements as stated in Article 11 (Layoff and Recall), the CHR shall post the vacancy within ten (10) working days unless mutually agreed to extend. All bargaining unit job vacancies will be posted for a period of five (5) regularly scheduled working days in designated locations within the CHR. Such five (5) working day period shall span a weekend.

(59) The job posting shall set forth the job classification, shift, department, job description, minimum qualifications (as outlined in the job descriptions), if full-time, part-time or temporary and the date and time by which all self-nominations must be submitted.

(60) Interested seniority employees shall submit their self-nomination within the posting period to the Personnel Department. An employee can only move laterally (within job classification) once every six (6) months through the self-nomination process. The employee should retain a copy of the self-nomination for their file.

(61) Employees who apply for a lateral transfer (i.e., a move within classification) who currently do not have on file in the Personnel Department the appropriate job related objective test results, will be prevented from being offered a lateral transfer unless the employee successfully passes the test within the five (5) day posting period.



(62) The CHR shall respond to the successful candidate, if any, within five (5) working days of the close of the posting period, except in cases with extenuating circumstances, with notification to the Union in which case the successful candidate will be notified within ten (10) working days. The successful candidate will have three (3) working days to confirm acceptance of the position. The non-successful candidate(s) shall also be notified in writing (includes e-mail) of their non-selection within five (5) working days of the successful candidate accepting the position. Tests results used to determine minimum qualifications will be made available to the employee upon written request. Any further questions an employee may have about their non-selection may be directed to the CHR Personnel Department for clarification.

(63) Selected candidates will be moved as soon as possible; however, in those instances where a delay exists and the position is a higher pay grade, the candidate will begin receiving the new rate of pay no later than the Monday following the week in which the offer is accepted. In the case of lateral transfers, every effort will be made to move the transferee by the third Monday following the week in which the offer is accepted. The Union will be notified of any extenuating circumstances.

(64) All vacancies shall be filled on the basis of highest seniority of the candidates who meet the minimum qualifications.

(65) Employees with active attendance or performance related discipline on record are not eligible for transfer/promotion under this Article.

(66) The employee chosen to fill a job vacancy shall be granted a thirty (30) working day trial period to determine their ability to perform the job, unless it is mutually agreed to by the Union and CHR to extend the trial period up to an additional sixty (60) days. The vacated job will not be posted permanently, until the end of the employee's trial period. In the event it is determined that the employee selected to fill the vacancy is unable to perform the job, the employee shall be returned to their former position and the CHR shall select the next senior candidate who meets the minimum qualifications as set forth on the original job posting or re-post the position. In the event a position is filled by an employee recalled from layoff, that employee shall have the right to return to layoff during or at the conclusion of the trial period if it is determined that such recalled employee is unable to perform the job.

(67) Temporary vacancies created due to any Leave of Absence shall be posted immediately if the estimated duration of the Leave is more than ninety (90) calendar days. If the duration of the Leave is not determinable at the onset of the Leave, such vacancies shall be posted after the Leave has lasted for ninety (90) calendar days or as soon as it is determined that such Leave will continue for a period in excess of ninety (90) calendar days from the date of discovery. Only primary temporary vacancies shall be filled through the above procedure. Secondary vacancies created by the filling of temporary vacancies may be filled at the discretion of the CHR.

(68) If, through the procedures set forth in this Article, it is determined that there are no candidates, either active or laid off, who meet the minimum qualifications for any posted vacancy, either regular or temporary, the CHR may use its discretion in filling the position.

(69) The CHR retains the sole right of job assignment within individual job classification, as provided in Article 4 (Right to Manage and Operate) of this CBA. In addition, the CHR will advise the Union, as a point of information only, of all open non-bargaining unit positions, if a candidate has not already been identified. Any employee who wishes to apply for a non-bargaining unit position will be considered along with other applicants who apply.

## ARTICLE 13

### TEMPORARY STAFF

(70) The CHR agrees that the use of temporary staff will not erode or otherwise limit the size of the bargaining unit. The use of temporary staff is intended to minimize disruptions that may be caused by the absence of CHR employees or other unusual circumstances.

(71) For temporary positions, the Chief Steward shall be notified in writing of all temporary vacancies or positions, exceeding five (5) days in length, at the time of approval. The written notification will include the position title, the employee to be replaced, if applicable, the work to be performed in the temporary position and the duration of the position as approved.

(72) Under normal circumstances, temporary staff may be utilized to fill vacancies in identified bargaining unit positions within the CHR structure for a period not to exceed ninety (90) calendar days, unless mutually agreed in writing by Union and CHR to extend the length of the assignment. The CHR will not circumvent this CBA by rotating temporary staff in the same bargaining unit position beyond the agreed upon ninety (90) day period. In the event of a temporary vacancy where the position has been posted and cannot be filled under the provisions of Article 12 (Vacancies and Postings), the CHR may use its discretion in filling the position, which may include the use of temporary staff for a period not to exceed one (1) year. In such case where the temporary vacancy has been open for six (6) months, the CHR will re-post the position in order to attempt to fill the position under the provisions of Article 12 (Vacancies and Postings). The re-posting applies only to primary openings.

(73) The CHR shall notify the Chief Steward in writing on a monthly basis of temporary staff.

(74) Temporary staff may also be utilized to provide short-term support for UAW-GM task assignments, or to perform other jobs, which are not expected to become regular bargaining unit positions. The CHR will meet with the Chief Steward to discuss such short-term task assignments to determine the likelihood of their becoming regular full-time or regular part-time assignments.

(75) In the event the CHR retains a temporary employee past the agreed to period, the employee will become a seniority employee with credit for time worked as a temporary.

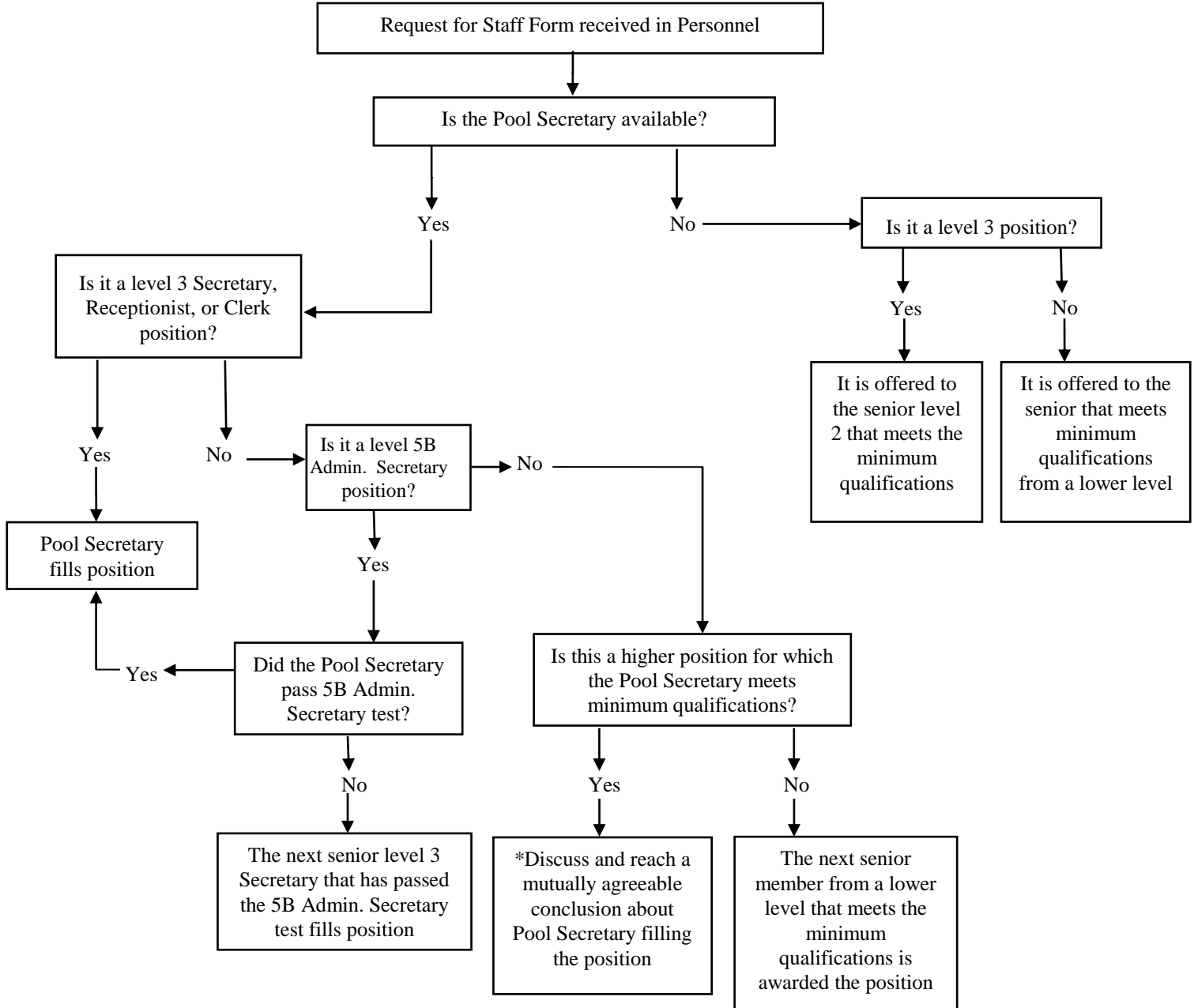
(76) Temporary employees who have worked at least ninety (90) days will annually be eligible for fifteen (15) hours of unpaid time off work which must be scheduled in advance and approved by the lead person/supervisor. The lead person/supervisor will communicate with Personnel the approved unpaid time off work. Any remaining balance of unused time will not carry over into the following year.

(77) The CHR will comply with federal and state regulatory requirements.

# MEMORANDUM OF UNDERSTANDING

## FLOWCHART FOR SHORT-TERM TEMPORARY POSITIONS

UAW-GM Center for Human Resources (CHR) and OPEIU, Local 459, AFL-CIO agree to follow the flowchart for short-term temporary positions. It is understood that when the temporary openings are other than a Receptionist 2, Clerk 2, Secretary 3 or Administrative Secretary 5B, the OPEIU union leadership will be consulted prior to any employee being placed in that opening.



\*If a mutual agreement cannot be reached, the language of the OPEIU Local 459 Agreement will apply.

Management will maintain a list of all member's classifications to determine qualification for opening positions. This is a living document that must be updated by the Personnel Administrator, which will include new certifications, degrees and training. Management can fill positions within classifications without this flowchart.

## ARTICLE 14

### **CHR COMPENSATION, PAY EVERY TWO WEEKS, TIME REPORTS AND ATTENDANCE RECORDS**

(78) Wages for non-entry level employees will be paid based on the chart below. For employees hired after September 1, 2010, all terms of the Memorandum of Understanding pertaining to the entry level wages and benefits will apply for the duration of this CBA (see MOU Entry Level Wage and Benefit Agreement). Employees on the active roll shall receive a four-thousand dollar (\$4,000) lump sum signing bonus payment within forty-five (45) days of notice of ratification. A two-thousand dollar (\$2,000) retroactive lump sum payment will be paid within forty-five (45) days of notice of ratification. A three percent (3%) lump sum payment on qualified earnings will be paid in the first pay period after April 1, 2017 for employees on the active roll as of April 1, 2017. A three percent (3%) lump sum payment on qualified earnings will be paid in the first pay period after April 1, 2018 for employees on the active roll as of April 1, 2018. A three percent (3%) base rate increase will take effect on April 1, 2019 for employees on the active roll as of April 1, 2019.

Qualified earnings include straight time hours paid over the previous fifty-two (52) weeks, (includes straight time hours worked, vacation, paid time off and holidays).

The following wage rates are effective after the COLA fold-in:

	<b>Full Rate</b>		<b>Full Rate</b>
<b>Level 2</b> Clerk Custodian Receptionist	<a href="#"><u>\$27.51</u></a>	<b>Level 6</b> Audio Visual Specialist Audio Visual Technician Executive Secretary Facilities Assistant	<a href="#"><u>\$35.51</u></a>
<b>Level 3</b> Secretary Shipping/Receiving/Mail Clerk	<a href="#"><u>\$28.51</u></a>	Graphic Artist Program Coordinator	
<b>Level 4</b> General Maintenance	<a href="#"><u>\$30.07</u></a>	<b>Level 7A</b> Systems Administrator	<a href="#"><u>\$36.89</u></a>
<b>Level 5A</b> Financial Specialist	<a href="#"><u>\$31.67</u></a>	<b>Level 7B</b> Applications Programmer Building Maintenance/HVAC/ Environmental Control Maint. Internal Wellness Coordinator	<a href="#"><u>\$40.88</u></a>
<b>Level 5B</b> Administrative Secretary Bookkeeper MIS Technician II/ PC Support Specialist Purchasing Assistant Technical Assistant	<a href="#"><u>\$33.01</u></a>	<b>Level 8</b> Database Administrator Senior Systems Administrator	<a href="#"><u>\$42.74</u></a>
		<b>Level 9</b> Assistant Controller Work/Family Specialist Programming Architect/ Advanced JAVA Programmer	<a href="#"><u>\$47.50</u></a>

The following wage rates are effective as of April 1, 2019:

	<b>Full Rate</b>		<b>Full Rate</b>
<b>Level 2</b> Clerk Custodian Receptionist	<a href="#"><u>\$28.34</u></a>	<b>Level 6</b> Audio Visual Specialist Audio Visual Technician Executive Secretary Facilities Assistant	<a href="#"><u>\$36.58</u></a>
<b>Level 3</b> Secretary Shipping/Receiving/Mail Clerk	<a href="#"><u>\$29.37</u></a>	Graphic Artist Program Coordinator	
<b>Level 4</b> General Maintenance	<a href="#"><u>\$30.97</u></a>	<b>Level 7A</b> Systems Administrator	<a href="#"><u>\$38.00</u></a>
<b>Level 5A</b> Financial Specialist	<a href="#"><u>\$32.62</u></a>	<b>Level 7B</b> Applications Programmer Building Maintenance/HVAC/ Environmental Control Maint. Internal Wellness Coordinator	<a href="#"><u>\$42.11</u></a>
<b>Level 5B</b> Administrative Secretary Bookkeeper MIS Technician II/ PC Support Specialist Purchasing Assistant Technical Assistant	<a href="#"><u>\$34.00</u></a>	<b>Level 8</b> Database Administrator Senior Systems Administrator	<a href="#"><u>\$44.02</u></a>
		<b>Level 9</b> Assistant Controller Work/Family Specialist Programming Architect/Advanced JAVA Programmer	<a href="#"><u>\$48.93</u></a>

- a) The current COLA of \$0.14 per hour will be folded into wages and eliminated for the life of this CBA. This will be effective the first pay period following receipt of notice of ratification of this CBA.
- b) Five percent (5%) second shift premium (starting time after 10:00 a.m.)
- c) Ten percent (10%) third shift premium (starting time after 6:00 p.m.)
- d) When there are two or more applications for shift/time preferences, seniority will be the deciding factor.

(79) **Defined Contribution Plan** - For the life of the CBA, the CHR will contribute twelve percent (12%) of employee compensation, based on all wages, to the Defined Contribution Plan.

(80) **Rate Differential** - In the event an employee is assigned to work in a higher rated classification, for a period of one (1) day or more, and the employee performs the majority [greater than fifty percent (50%)] of work required of individuals in that classification, the employee will be paid at the rate for the higher rated classification. If the work assignments fall within the employee's current job description, the employee is not eligible for rate differential.

(81) **Promotions** - Employees promoted to a higher classification shall be paid commensurate with their seniority.

(82) **New Classifications** - When a new classification is established, Management will set a rate for the new classification which it will review with the Union. The parties will mutually agree whether the job should be posted. If, in the Chief Steward's opinion, there are unresolved issues, the matter may be raised with the UAW and GM Assistant Directors for Personnel for further review.

(83) **Overpayment Recovery** - Deductions from an employee's wages to recover overpayments will begin the pay period following the pay period in which the employee is notified that such deductions will occur. Such notice will be in writing and specify the overpayment and the amount of the deduction. Arrangements for installment repayments will be made when excessive amounts are involved.



## **PAY EVERY TWO WEEKS, TIME REPORTS AND ATTENDANCE RECORDS**

(84) Employees will continue to be paid on a two (2) week pay plan. All payroll drafts will be electronically deposited into each employees account at his/her designated financial institution on Thursday following the end of the pay period. Employees who do not provide the necessary information to implement the direct deposit process will be placed on a pay card system.

(85) Employees are responsible to manually record all time worked on electronic time reports that are to be submitted to their lead person/supervisor by noon on Friday, following the end of the pay period. An employee will be notified prior to any changes being made in the employee's time report.

(86) The system is only intended to be an electronic version of the current process. Management agrees that no other timekeeping system shall be implemented during the life of this CBA without written agreement between the parties.

## ARTICLE 15

### VACATION

(87) The annual vacation eligibility for employees will be determined in accordance with the schedule below:

#### VACATION FOR EMPLOYEES HIRED AFTER OCTOBER 1 OF THE PREVIOUS YEAR

<b>Employment Date</b>	<b>Vacation with Pay</b>
October 2 - December 31 ( <i>previous year</i> )	56.25 hours
January 1 - March 31 ( <i>current year</i> )	37.5 hours
After March 31 ( <i>current year</i> )	None until the following year

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#### VACATION FOR EMPLOYEES HIRED PRIOR TO OCTOBER 2 OF THE PREVIOUS YEAR

<b>Length of Service as of October 1st of Current Year</b>	<b>Vacation with Pay</b>
1 year but less than 3	75 hours
3 years but less than 5	93.75 hours
5 years but less than 10	112.5 hours
10 years but less than 15	131.25 hours
15 years but less than 20	150 hours
20 years but less than 25	168.75 hours
25 years or more	187.5 hours

Note: For 2-tier entry-level employee vacation entitlement, see MOU Entry-Level Wage and Benefit Agreement.

(88) It is understood that new employees cannot take vacation days until successfully completing their probationary period as stipulated in Article 10 (Seniority).

(89) The vacation period shall fall between January 1 and December 31 of each year. Vacation requests should be submitted to the lead person/supervisor thirty (30) days in advance. Vacations will be approved on a first-come, first-served basis, business conditions permitting. In the event two or more employees request the same vacation period, the seniority employee will be given priority. Once approved, vacation schedules may be changed only by a request of the employee or by the CHR, due to unforeseen business demands.

(90) Vacations will be approved in increments of no less than three and three fourth (3¾) hours.

(91) An employee who separates from employment shall receive cash payment at the current rate of pay for all unused vacation time, as described in this Article. An employee who retires shall receive one twenty-sixth (1/26) of the vacation entitlement for each week worked within the eligibility year.

(92) Should a holiday occur during the vacation period of any employee, such employee shall receive an additional day's vacation for each holiday occurrence.

(93) Payment for unused vacation up to seventy-five (75) hours, will be paid by February 1<sup>st</sup> of the following year. The employee may elect to bank any additional unused vacation hours. The unused vacation time can be combined with previously banked hours, not to exceed four hundred fifty (450) accumulated hours. An employee who quits or retires may take banked and/or vested vacation prior to retirement or receive payment at the time of retirement.

(94) **Vested Vacation Hours** - An employee must work twenty-six (26) weeks in each calendar year in order to vest one hundred percent (100%) of the vacation hours for that year. The definition of available work hours will include all hours worked, vacation, holiday, Bereavement Leave, Jury Duty Leave, and Military Leave.

(95) If an employee uses more vacation than earned in a calendar year, unearned, used vacation will be deducted from future vacation accruals. In the event an employee's seniority is broken pursuant to Article 10 (Seniority), any unearned, used vacation will be deducted from future compensation.

(96) **Vesting Formula** - An eligible employee shall be entitled to a percentage of vacation entitlement based on the number of weeks the employee works in a calendar year, in accordance with the following:

<b>Weeks Worked</b>	<b>Percentage of Vacation Entitlement</b>		<b>Weeks Worked</b>	<b>Percentage of Vacation Entitlement</b>
26	100 Percent		19	73
25	96		18	69
24	92		17	65
23	88		16	61
22	84		15	57
21	80		14	53
20	76		13	50
			12 or fewer	0

Vesting begins on January 1<sup>st</sup> of the year following the employee's hire date.

## ARTICLE 16

### HOLIDAYS

(97) Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

<b>FIRST YEAR</b>		<b>SECOND YEAR</b>	
		April 14, 2017	Good Friday
		April 17, 2017	Day after Easter
May 30, 2016	Memorial Day	May 29, 2017	Memorial Day
July 4, 2016	Independence Day	July 4, 2017	Independence Day
September 5, 2016	Labor Day	September 4, 2017	Labor Day
November 8, 2016	Federal Election Day	November 10, 2017	Veterans Day (Observed)
November 11, 2016	Veterans Day	November 23, 2017	Thanksgiving
November 24, 2016	Thanksgiving	November 24, 2017	Day after Thanksgiving
November 25, 2016	Day after Thanksgiving	December 25, 2017	} <b>Christmas Holiday Period</b>
December 26, 2016	} <b>Christmas Holiday Period</b>	December 26, 2017	
December 27, 2016		December 27, 2017	
December 28, 2016		December 28, 2017	
December 29, 2016		December 29, 2017	
December 30, 2016		January 1, 2018	
January 2, 2017			
January 16, 2017	Martin Luther King Jr. Day	January 15, 2018	Martin Luther King Jr. Day
		March 30, 2018	Good Friday
<b>THIRD YEAR</b>		<b>FOURTH YEAR</b>	
April 2, 2018	Day after Easter	April 19, 2019	Good Friday
May 28, 2018	Memorial Day	April 22, 2019	Day After Easter
July 4, 2018	Independence Day	May 27, 2019	Memorial Day
September 3, 2018	Labor Day	July 4, 2019	Independence Day
November 6, 2018	Federal Election Day	September 2, 2019	Labor Day
November 12, 2018	Veterans Day (Observed)		
November 22, 2018	Thanksgiving		
November 23, 2018	Day after Thanksgiving		
December 24, 2018	} <b>Christmas Holiday Period</b>		
December 25, 2018			
December 26, 2018			
December 27, 2018			
December 28, 2018			
December 31, 2018			
January 1, 2019			
January 21, 2019	Martin Luther King Jr. Day		

*Note:* Holidays subsequent to [September 2, 2019](#) through the end of the term of this contract will parallel any holidays which may subsequently be negotiated in the [2019](#) Agreement between the UAW and General Motors, providing that the employee has seniority as of the date of each specified holiday.

(98) With the exception of Jury Duty, Military Leave, vacation or Bereavement Leave, in order for an employee to receive holiday pay, the employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employees' scheduled work week. Employee shall be paid holiday pay, even for an unscheduled absence the day before or after a holiday if they provide a doctor's note for an illness or any other reason acceptable to Management.

## ARTICLE 18

### LEAVES OF ABSENCE

(99) All employees who apply for and receive any Leave of Absence, shall continue to accumulate their seniority.

(100) Anyone returning from a Leave of Absence shall be returned to their previous classification, seniority permitting. An employee whose position has been eliminated during their Leave or are unable to hold their classification on the basis of seniority, will be placed in accordance with Article 11 (Layoff and Recall) upon their return.

(101) Unless otherwise specified in this Article, employer-paid health care benefits will be suspended at the end of the month after the month in which the Leave begins.

(102) Any employee whose health care benefits are suspended due to a Leave of Absence will be allowed to continue the same coverage at their own expense.

### JURY DUTY LEAVE

(103) Employees who are summoned and report for Jury Duty as prescribed by applicable law will be granted Leave and shall be paid by the CHR the wages the employee would have earned by working during straight time hours for the CHR for the day on which they report for Pre-Jury Duty examination, and for each day on which they report for or perform Jury Duty, and on which they otherwise would have been scheduled to work for the CHR. To receive payment, an employee must give prior notice that they have been directed to report for Pre-Jury Duty exam or have been summoned for Jury Duty, and must furnish satisfactory evidence thereof. All benefits will be continued during such Jury Duty Leave.

### UNION LEAVE

(104) A seniority employee elected to an OPEIU position or selected by OPEIU to do work which takes them from their employment shall receive a temporary Leave of Absence for the period of service with OPEIU, and upon their return shall be reinstated in line with their seniority status in the last classification held prior to the Leave. Written notice of such Leave will be provided by OPEIU as far in advance as possible. Union Leaves exceeding one (1) year shall be renewed on a yearly basis. Employees on Union Leave will not accumulate vacation vesting for the period of such Leave.

## **BEREAVEMENT LEAVE**

(105) Upon the death of a member of a seniority employee's immediate family (employee's current spouse, domestic partner, parent, step-child, or child) an employee will be granted a Bereavement Leave of the next first five (5) normally scheduled working days with full pay.

(106) Upon the death of a member of a seniority employee's extended family (step-parent, grandparent, great grandparent, grandchild, brother, step-brother, half-brother, sister, step-sister, half-sister, current spouse's parent, current spouse's step-parent, current spouse's grandparent, current spouse's great grandparent, divorced spouse where minor children are involved), an employee will be granted a Bereavement Leave of three (3) working days with full pay.

When unusual circumstances exist, documentation will be requested.

(107) At the request of the employee, the CHR will grant up to an additional five (5) days of Bereavement Leave without pay.

(108) In the event of a death in the immediate or extended family while an employee is on vacation, Bereavement Leave shall be granted upon notification to the Personnel Department, and this Leave shall be excluded from the vacation period. Mutually agreeable arrangements between the lead person/supervisor and the employee shall be made to complete the employee's vacation schedule.

Benefits will be continued during such Bereavement Leave.

## **DISABILITY LEAVE**

(109) Disability Leave of Absence, for seniority employees, shall commence on the sixth (6<sup>th</sup>) working day of disability provided the employee submits satisfactory proof of continuing disability. Disability Leave of Absence is subject to approval by the CHR's disability carrier. Requests for Disability Leave of Absence not approved by the disability carrier will count as absences from work in accordance with Article 19 (Payment for Absent Time). No Disability Leave shall extend beyond a period of time equal to the employee's seniority at the time the Leave commenced or twelve (12) months, whichever is greater. Not later than thirty (30) calendar days prior to such loss of seniority, the CHR will send a letter to each affected employee's last known address as shown on the CHR records reminding them of the fact that their seniority is subject to being broken. However, seniority can only accumulate for the first twenty-four (24) months unless the disability is work related. Upon their return from a Disability Leave of Absence, employee must provide the Personnel Department a return-to-work slip from their physician certifying their ability to perform their job. A seniority employee returning from Disability Leave twelve (12) months or less will be placed on the same job. If Disability Leave is greater than twelve (12) months, the employee will be entitled to a position within their last held classification. If a current classification position is not available, Article 11 (Layoff and

Recall) will be followed. Employees on Disability Leave will not accumulate vacation vesting for the period of such Leave. Benefits will be continued for the duration of the Disability Leave, but in no circumstances will these benefits be continued at the CHR's expense after seniority is broken. The CHR reserves the right to order an independent medical review (IMO) when an employee is on disability leave if abuse is suspected. The IMO will be selected jointly by the CHR and the Union from a list of physicians provided by BCBSM in the field of medicine in which the point of controversy exists. Impartial doctor's decision is final and binding. Employees found able to work who do not return to work within three (3) business days will have their disability pay stopped immediately.

## **MILITARY LEAVE**

(110) The CHR agrees to abide by all applicable laws pertaining to Leave of Absence for military service.

(111) A Military Leave of Absence for active duty shall be granted to any seniority employee who volunteers or is called into active service in the Armed Services of the United States, upon receipt of satisfactory proof of entrance into the Service. The Leave of Absence shall not exceed the term of the initial enlistment and one (1) consecutive re-enlistment.

(112) A regular full-time employee who has successfully completed their probationary period will be compensated for the difference between their basic CHR wages and military pay for a maximum of ten (10) working days per calendar year for short-term Military Leave (if military pay is less than the employee's regular wages).

(113) When a regular full-time employee is active in the National Guard or Reserves and is called for emergency duties, compensation for such duty may be extended to a maximum of thirty (30) days upon approval of the CHR. Requests for pay for periods of service beyond thirty (30) days will be considered on an individual basis. Further, the CHR will provide to its employees the same benefits that General Motors has provided to UAW members who are called to special active duty in the armed forces as a result of the incidents occurring on September 11, 2001.

(114) The CHR benefits plan will remain in force during short-term Leaves of Absence for annual training.

## **EDUCATIONAL LEAVE**

(115) An employee with one (1) year's seniority shall be granted a Leave of Absence without pay for a period not to exceed twelve (12) calendar months in order to attend a recognized college, university, trade, or technical school full-time. Before receiving approval for such Leave, or before an extension thereof is granted, the employee shall submit to the Personnel Department satisfactory evidence that the college, university or school has accepted the employee as a student, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. The employee must



notify in writing to the Personnel Department of their scheduled return date at least thirty (30) days in advance of such return. Employees on Educational Leave will not accumulate vacation vesting for the period of such Leave.

### **PERSONAL LEAVE**

(116) An employee with one (1) year's seniority shall be granted a Leave of Absence without pay for up to ninety (90) calendar days where adequate reasons can be shown. Such Leave will not be granted for the purpose of increasing an employee's vacation entitlement for any given calendar year. The department head can approve such Leave in conjunction with the Personnel Department. Employees granted such a Leave will accumulate seniority providing the employee returns to work. An employee shall make the request for Leave thirty (30) calendar days in advance of the Leave, or as soon as possible and submit such request to the Personnel Department through their lead person/supervisor. Employees on Personal Leave will not accumulate vacation vesting for the period of such Leave.

### **POLITICAL LEAVE**

(117) An employee with one (1) year's seniority elected or appointed to public office may make written application for a Leave of Absence for the period of their first term of active service in such elective office, or in the case of an appointed position for one (1) year. Additional Leaves of Absence for service in an elected or appointed public office may be granted upon written application by the employee. Employees on Political Leave will not accumulate vacation vesting for the period of such Leave.

### **FAMILY AND MEDICAL LEAVE**

(118) All FMLA Leaves must be approved by Personnel.

(119) An employee with at least one (1) year's seniority who has worked at least 1,250 hours in the twelve (12) months preceding the Leave will qualify for Family and Medical Leave under the Family and Medical Leave Act of 1993. Work hours will include all hours worked, vacation, holiday, Bereavement Leave, Jury Duty Leave, and Military Leave.

(120) In some instances, Family and Medical Leave Act Leaves will be concurrent with Leaves of Absence covered by this CBA. In those cases where the employee is eligible for Leave under this CBA and the Leave also qualifies under the Family and Medical Leave Act, the CHR will comply with the requirements of the Family and Medical Leave Act as well as separate provisions of this CBA regarding covered Leaves of Absence. Employees on Family and Medical Leave will not accumulate vacation vesting for the period of such Leave.

(121) Upon their return from a Family Medical Leave due to their own medical condition, employees must provide the Personnel Department a return-to-work slip from their physician certifying their ability to perform their job.

(122) The CHR will:

- a) permit but not require employees to substitute vacation for unpaid Family and Medical Leave Act Leave;
- b) provided that employees who are married to each other, will be entitled to a maximum of twelve (12) weeks of qualifying Leave under the Act; or twenty-six (26) weeks during a single twelve (12) month period if the Leave is to care for a covered service member or for a combination of service member Family Leave and all other kinds of FMLA leave;
- c) provided that when a third opinion is necessary under the medical certification and dispute resolution sections of the Family and Medical Leave Act, the neutral provider will be selected jointly by the CHR and the Union from a list, provided by the appropriate local or state professional medical association, of board-certified specialists in the field of medicine in which the point of controversy exists;
- d) continue CHR paid Group Health Insurance, Group Life, Accidental Death and Dismemberment, and Disability Insurance during all Family and Medical Leave Act Leaves that are not also Medical Leaves;
- e) designate and apply all qualifying absence time against an eligible employee's Family and Medical Leave Act entitlement as permitted by the Act;
- f) use a calendar year as the twelve (12) month period of the Leave entitlement;
- g) require repayment of the cost of health care coverage provided during the Leave from employees who fail to return from Family and Medical Leave Act Leave to the extent permitted by law.

(123) In addition, the CHR will provide, in the case of the birth or adoption of a child, an additional unpaid Leave of three (3) months after the Family and Medical Leave Act Leave has been exhausted. Such additional unpaid Leave must be taken within twelve (12) calendar months of the birth or adoption of a child. This period will not accumulate vacation vesting time.

## **NOTIFICATION TO THE UNION**

(124) Leaves of Absence not covered by the above provisions or extensions of any Leave beyond the contractual period may be granted by mutual agreement between the CHR and the employee, with notification to the Union.

Modifications to current state or federal laws will be applicable.

## **PAID EDUCATIONAL LEAVE (PEL)**

(125) Management will make available two (2) opportunities for CHR employees to participate in each session of the UAW-GM National PEL sessions. In the absence of National PEL, Regional PEL will be substituted upon approval of the UAW-GM Center for Human Resources' Executive Co-Directors and UAW Michigan Regional Directors. The Union will recommend participants who will be approved by Management.

## ARTICLE 19

### PAYMENT FOR ABSENT TIME

(126) Paid Absent Hours shall be used for the short-term illness, injury, or personal issue of the employee, the employee's immediate family member, or domestic partner. Employees shall be entitled to a maximum of eighty (80) hours per calendar year.

(127) After eighty (80) hours of non-contractual absence, the employee will no longer be paid for non-contractual time off regardless of cause. This will remain in effect through the balance of the year.

(128) All non-contractual absences, late arrivals, and early quits shall count against Paid Absent Hours in six (6) minute intervals.

(129) In lieu of charging a late arrival of thirty (30) minutes or less against Paid Absent Hours, upon notification to their lead person, an employee may choose to make up this time by remaining at work after the normal quitting time for a period equal to the duration of their tardiness. This is not to be misunderstood as open flextime. Any abuses of this procedure will be discussed with the union representatives and the employee in order to bring immediate resolution.

<b>Corrective Action for Excessive Late Arrivals</b>		
Step	Corrective Action	Description
1	Verbal	Lead person discusses the attendance issue with the employee.
2	Verbal	Personnel Department discusses the attendance issue with the employee. The employee's union steward is present. This meeting becomes part of the employee's Personnel record.
3	Written	The attendance issue becomes part of the employee's Personnel record with a written reprimand.
4	Written	Balance of the shift off without pay.  An electronic time-keeping system is applied to monitor the employee's attendance until the employee is removed from the corrective attendance process.
5	Written	Balance of the shift and one day off without pay.

(130) Management will pay the first five (5) days of disability as long as a hospitalization takes place in the first five (5) days of the disability. Hospitalization includes in-patient stays or scheduled out-patient surgery.

(131) Paid Absent Hours will be vested in accordance with the Vesting Formula in Article 15 (Vacation) for new hires as well as existing employees.

(132) To utilize Paid Absent Hours on each occasion, unless pre-approved, employees must call the CHR attendance line before the start of their respective shifts, unless they can provide a satisfactory reason.

(133) Paid Absent Hours may not be used to extend vacation, holidays, or weekends.

(134) Discipline may occur when eighty (80) Paid Absent Hours are exceeded, or when excessive late arrivals, excessive early quits, or misuse of the intent of Paid Absent Hours take place, regardless of the number of hours used to that point. Employees are required to notify the CHR before the start of their respective shifts when they are going to be absent or as early as possible when arriving late through the Attendance Call-in Line. Absences, late arrivals, and early quits must be reflected on the employee's time report.

(135) Unused Paid Absent Hours up to sixty (60) will be paid by March 1 of the following year. Unused time may not be rolled into the following year.

(136) In the sole discretion of the Executive Co-Directors of the CHR, additional Paid Absent Time may be granted to an employee due to a catastrophic (i.e., life threatening) illness or injury of themselves, or an immediate family member; as defined in Article 18 (Leaves of Absence). [Any such circumstances would be added to the Personnel Report.](#)

## ARTICLE 20

### WORK HOURS, OVERTIME, WELLNESS AND BREAKS

#### WORK HOURS

(137) The standard work week shall consist of thirty-seven and a half (37½) hours of work, seven and a half (7½) hours per day, five (5) days per week, Monday through Friday. Specific operating hours will be determined by Management in line with the standard work week. Hardship cases will be considered on a case-by-case basis and only be approved by the Executive Co-Directors. It is understood that support service employees such as MIS, A/V, and maintenance employees will normally be scheduled to work either earlier or later than these normal times.

#### OVERTIME

(138) Employees covered by the Department of Labor Wage and Hour regulations shall be scheduled for either a one-half (½) hour lunch or a one (1) hour lunch. These employees are to be paid time and one half for scheduled time worked in excess of seven and a half (7½) hours per day, in excess of thirty-seven and a half (37½) hours in a week and on Saturday, and are to receive double time for any scheduled time worked on Sunday or a designated holiday. Overtime offered within a department and classification shall be equalized as far as practicable, giving first consideration to the employee involved in the specific assignment. Overtime offered but refused by the employee shall be considered overtime worked for purposes of maintaining overtime equalization. Equalization logs will be maintained by lead person/supervisor [and will be posted within the team's work area.](#) Logs will be made available to the Union upon request. Regular scheduled work time shall not be changed by the CHR to avoid the payment of overtime.

(139) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of three and three-fourth (3¾) hours pay at the appropriate hourly rate, except in cases of labor disputes, or other conditions beyond the control of the local Management. These hours shall be considered as regular hours worked for purposes of calculating overtime.

#### WELLNESS

(140) Individuals participating in Wellness activities will do so before or after their scheduled work shift. Employees participating before their shift are expected to be on their job at the start of their designated work shift. Those participating after their shift are to remain at their job until their designated quitting time.

(141) In order to participate in Wellness activities, each employee must conform to all policies of the fitness center including medical consents and liability waivers.

## **BREAKS**

(142) The CHR has always operated with the premise of professionalism and cooperation in allowing employees to take care of their personal necessities on an unscheduled basis throughout the day. Unlike an industrial environment which an employee may be unable to leave their work station, and therefore, needs a scheduled break time, the CHR is an office environment in which an individual does not directly impact the entire business if they are away from their work station for a short period of time.

(143) Therefore, this is to confirm that it is the intent of the CHR to continue to allow individuals sufficient time during the day to take care of their personal necessities. This does not mean personal business, or those types of things that should be taken care of during non-working hours. Under normal circumstances, breaks should not be taken at the beginning of the shift, just prior to or just following the lunch period or just prior to the end of the shift.

(144) As with any time that a person leaves their work area, they should notify someone of their whereabouts and, if appropriate, make sure that their job is covered.

(145) Any abuses of the above policy regarding breaks will be addressed on an individual basis and could result in disciplinary action being taken.

## ARTICLE 21

### CHR INSURANCE AND BENEFITS

#### INSURANCE

(146) Regular full-time employees of the CHR are eligible for the insurance programs listed below. These programs take effect following the completion of the new hire probationary period, with the exception of basic life insurance which commences the first day of employment.

- a) Effective January 1, 2018, employees will be provided a Blue Cross and Blue Shield high deductible medical insurance plan (Flex Blue HSA) which is a PPO (Preferred Provider Organization) that provides coverage as follows: Vision care, Hearing care, Dental care, and Prescriptions Drugs. The CHR will provide the deductible, \$2,500 for single and \$5,000 for family, each benefit year into a Health Savings Account (HSA). Employees with a HSA may utilize a limited-purpose Flexible Spending Account (FSA) or post-deductible FSA. For those employees with non-dependent adult children between the age of 19 and 26 covered under previously offered plans, may select to remain in their current plan: Comprehensive Blue Cross and Blue Shield medical insurance program, CMM (Comprehensive Major Medical) or PPO (Preferred Provider Organization), which provides coverage as follows: Vision care, Hearing care, Dental care, and Prescription Drugs, until their adult children are ineligible. Employees remaining within these plans would still be eligible for a FSA.
- b) The CHR will comply with federal and state regulatory requirements in regards to same sex domestic partners.
- c) Basic life insurance for the employee, spouse and dependent children.
- d) Supplemental life insurance benefits affording employees the opportunity of increasing coverage on themselves, their spouses or eligible children at group rates, at the employee's expense.
- e) Disability benefits for both long and short-term disabilities.
- f) The CHR may pursue options for delivering these benefits to the employees in more cost-effective ways but which do not reduce the benefits described.

(147) In addition to the insurance programs noted, CHR employees are covered by a pension plan consisting of an employer-provided defined contribution pension plan and an



opportunity to save additional funds by permitting the employee to contribute into a tax-deferred 401(k) plan. The CHR will match fifty percent (50%) of the amount the employee contributes to their tax-deferred 401(k) plan up to six percent (6%) of wages. Contributions above six percent (6%) of wages are not matched by the CHR. During the life of the CBA, the CHR will offer a post-retirement health care plan for those employees that are eligible.

(148) Specific program details governing the CHR employees’ insurance and pension program are available in the Personnel Department. Any proposed modification to these programs will be discussed with the Union.

(149) No matter respecting the provisions of the benefit programs described in this section shall be subject to the Grievance Resolution Procedure established in this CBA.

(150) **Post-Retirement Health Care** – Post-Retirement Health Care will be provided to those that meet the eligibility requirements as follows:

<b>Retirement Age</b>	<b>Years of Service</b>
55	30
60	25
62	15
65	10

The specifics will be outlined in the plan document.

(151) **Child Care/Elder Care** - The CHR will provide our employees with access to the UAW-GM Resource and Referral Program on the same basis that it is provided to UAW-represented GM employees under the terms of the [2015](#) UAW-GM Agreement.

(152) **Dependent Care Spending Account** - For the term of this CBA, the CHR will continue the optional Dependent Care Spending Account, if there are employees who wish to participate.

(153) **Joint Statement of Policy/Employee Assistance Program** - The CHR and the Union agree to continue the Employee Assistance Program with a committee having equal representation from the Union and the CHR. This committee operating within the framework of the existing contractual CBA will develop and coordinate program functions.

- a) The primary objectives of this program are to provide an opportunity for effective assistance and treatment to those individuals in need and to help the Union and CHR deal more effectively with employees experiencing personal problems causing deteriorating job performance.
- b) The parties recognize that substance abuse problems, including alcoholism, are illnesses that can be successfully treated and that treatment of these and other personal problems (marital, family, emotional, financial, legal, etc.) is in the best interest of the employee, the Union and the CHR.

- c) The program's concerns with personal problems is strictly limited to their effect on the employee's performance on the job. (The decision to accept involvement in the program is the personal responsibility of the employee.) Employees participating in the program will be expected to meet existing job performance standards within the framework of the existing CBA. Any exception to this requirement will be by mutual agreement between the Union and the CHR. All problems and records handled through this program will be treated in a strictly "confidential" manner. Both parties assure the employee that involvement in this program will not jeopardize their job security and/or promotional opportunities.
- d) Nothing in this Statement of Policy is to be interpreted as constituting a waiver of Management's rights to take disciplinary measures and/or the Union's rights to avail themselves to the CBA.

### **OPEIU Employee Assistance Program (EAP) Standards**

#### (154) Requirements:

- a) The EAP Representative will be given relief from job duties to meet with clients and render the necessary assistance.
- b) The EAP Representative will be given relief from job duties to:
  - Complete paperwork on each client
  - Make the appropriate phone calls
  - Investigate clinics
  - Do mid-treatment reviews at the facilities
  - Attend approved EAP conferences, meetings and training
- c) The CHR will provide a locked file cabinet for confidentiality, and a private place to meet with clients with a separate phone line. The EAP Committee will retain all keys.
- d) The CHR agrees to a Central Diagnostic Referral Services (CDR) for assessments.
- e) The CHR will provide all new provisions to the EAP Representative under the terms of the [2015](#) UAW-GM Agreement.

(155) The Union will select the OPEIU EAP Representative and notify Management of their selection.

## ARTICLE 22

### TUITION ASSISTANCE

(156) Tuition Assistance will be provided to regular active seniority employees who successfully complete their probationary period with the CHR on the same basis that it is provided to active UAW employees under the terms of the [2015](#) Agreement between the UAW and General Motors, based on the following monetary amounts:

a) **Active TAP (ATAP)**

Degree Related	\$5,000 (includes \$200 for books)
Job Related	\$2,200
Personal Enhancement*	\$1,450 *(excluding sports, games, and hobbies)

- It is agreed that continued participation under the Plan shall include the submission of completion data by the employee within sixty (60) days from the term ending date.
- In no event shall the total assistance to an employee exceed \$6,000 in a calendar year. All courses are subject to approval by the CHR.
- “Job Related” is defined as tasks outside the employee’s specific job description, but within the current CBA.

b) **Advance Payment** - Employees enrolled in college degree programs through accredited institutions, who exhaust their current year tuition eligibility, may utilize up to \$1,000 of the following year’s eligibility to cover the present or next semester eligible expenses, except for the last year of the CBA.

c) **Surviving Spouse and Child(ren)** - Surviving spouse and child(ren) of deceased active employee may utilize the remaining balance of the employee’s current agreement tuition assistance eligibility (excluding any advance payment) for college or educational pursuits during a period equal to the length of the present CBA following the date of the employee’s death.

d) **Military Service** - Employees are eligible for Tuition assistance while on a military service leave. Refer to Article 18 (Leaves of Absence). Military tuition assistance (i.e., GI Bill – Veterans Affairs) must be exhausted, and provide proof of course completion.

- e) **Inactive TAP (ITAP)** - Tuition Assistance will be provided to CHR employees on indefinite layoff on the same basis that it is provided to laid-off UAW employees under the terms of the [2015](#) Agreement between the UAW and General Motors, based on the following monetary amounts:

Seniority as of Date of Layoff:

1 - 3 years	\$6,400
3 - 4 years	\$7,400
4 or more years	\$8,400

- f) **Dependent Scholarship Program (DSP) (Currently suspended)** - The UAW-GM Scholarship Program for Dependent Children will be provided to CHR employees for their school-aged dependent children on the same basis that it is provided to active UAW employees under the terms of the [2015](#) Agreement between the UAW and General Motors. The maximum annual benefit is \$1,500 for tuition and/or compulsory fees.
- g) **Educational Leave of Absence** - During the term of this CBA, active employees pursuing a four year degree or a graduate degree are eligible for one (1) Tuition Assistance allotment, excluding advance payment, while on an educational leave of absence under the provisions of Article 18 (Leaves of Absence).

## ARTICLE 23

### MISCELLANEOUS MEMORANDUMS OF UNDERSTANDING

#### PERTAINING TO SUPERVISORY RESPONSIBILITIES

(157) Every effort will be made to have direction and information regarding an individual's job, attendance, and/or discipline communicated to the employee by their lead person/supervisor or alternate lead person/supervisor. However, on occasion, there may be instances where the CHR Personnel Department may be involved with these types of issues. In cases where the lead person/supervisor or alternate lead person/supervisor are not available, the employee should contact the appropriate CHR manager left in charge.

(158) The CHR will distribute to its employees and the Union a document which clearly states the employee's designated lead person/supervisor and alternate lead person/supervisor. Management is required to notify the affected employee(s) when the designated lead person/supervisor and/or alternate lead person/supervisor is changed and an updated Lead People List will be provided to the Union.

(159) Individual concerns or questions in this area may be directed to the UAW and GM Assistant Directors over the Personnel Department for clarification and/or resolution.

#### POLICY AGAINST HARASSMENT

##### *Sexual Harassment*

(160) **Introduction** – The CHR reaffirms its long-standing policy that sexual harassment of personnel employed by or working at the CHR is prohibited. All employees, including lead person/supervisors, joint teams, and managers will be subject to discipline, up to and including discharge for any act of sexual harassment which, in the judgment of the CHR, they have committed.

(161) **Sexual Harassment Defined** - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- a) submission to the conduct is made either an explicit or implicit condition of employment;
- b) submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
- c) the harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to the following:

- a) Repeated or unwarranted sexual advances
- b) Unconsented to touching
- c) Sexually derogatory statements about an employee
- d) Direct or indirect request for sexual favors
- e) Unwelcome circulation of sexually explicit pictures, cartoons, or reading materials
- f) Sexually explicit remarks which cause the recipient discomfort, humiliation or otherwise interfere with the recipient's performance

(162) **Prohibition of Sexual Harassment** - It shall be a violation of the CHR policy prohibiting sexual harassment for any employee, male or female, managerial, supervisory, salaried or hourly, to in any way harass another employee by making unwelcome sexual advances, by either directly or indirectly requesting sexual favors, or by engaging in any other conduct of a sexual nature which either constitutes or affects the terms or conditions of the employee's employment with the CHR. It is also a violation for any employee to require or request directly or indirectly, that any employee submit to such conduct as a basis for or as a factor in any employment decision affecting such employee. This policy also forbids any employee from engaging in any conduct which has the effect of either directly or indirectly creating or contributing to any intimidating, hostile, or offensive working environment because of such conduct.

(163) CHR will neither condone nor knowingly fail to take appropriate steps to prohibit the sexual harassment of any personnel employed by or working at the CHR. All employees, including supervisors and managers, will be subject to discipline, up to and including discharge for any act of sexual harassment which, in the judgment of the CHR, they are found to have committed.

(164) **Investigation Procedure** - Any employee who believes that they are being subjected to sexual harassment in violation of this policy should report the alleged harassment to their lead person/supervisor or to the Personnel Department. In doing so, the employee should clearly state that they believe they are the victim of sexual harassment and that the employee is reporting the same pursuant to this policy.

(165) While such complaints or requests for investigation may initially be made either orally or in writing, the CHR reserves the right to require any employee asserting a violation of this policy to file a complaint or request for investigation in writing. Such written complaint or request for investigation shall specify the nature of the conduct which is alleged to have violated this policy, the individual or individuals who are alleged to have engaged in said conduct, the dates, time and places of said conduct, as well as any other information which the CHR deems necessary for its investigation.

(166) Upon receiving the complaint of sexual harassment or a request for investigation of the same, the CHR will investigate the matter. In doing so, it may require that all employees who possess knowledge of the alleged incident or of similar incidents to cooperate in its investigation by fully and accurately responding to its inquiries in this regard. The failure of any employee, including a complaining employee to satisfactorily cooperate in such an investigation will be deemed sufficient grounds for discipline, up to and including discharge.

(167) **Appeal** - Should any complaining employee, after the investigation of any complaint of sexual harassment disagree with the action of the CHR in the matter said, complaining employee may have such action reviewed by the Executive Co-Directors of the CHR by making a request for such review in writing.

### ***Other Harassment***

(168) The CHR and OPEIU Local 459 agree that all other forms of harassment are inappropriate and will be investigated when a complaint is raised. Employees should bring such concerns to the attention of their lead person/supervisor, Union Representative or the Personnel Department. If the complaint is not resolved by the lead person/supervisor or the Personnel Department, the complaint may be reviewed by the Executive Co-Directors of the CHR.

### **EMPLOYEE ACCESS TO PERSONNEL FILE**

(169) Personnel files are maintained for all CHR employees by the Personnel Department.

(170) Employees who submit a written request will be allowed to inspect their personnel files at reasonable intervals, normally twice per year. Personnel records will be reviewed at a location reasonably near the workplace and during normal office hours. If an employee must take time off from work to review records, the employer will provide some other reasonable time for review. Employees who show that they cannot review their files at the place of employment will, upon written request to the employer, be mailed a copy of the requested records.

(171) Employees may obtain a copy of all or any part of information contained in their personnel record.

(172) Employees may ask that information with which they disagree be corrected or removed from the personnel file. If an employee and employer cannot agree about the removal or correction of information, the employee may submit a written rebuttal, which will be made part of the personnel file, be retained as long as the original disputed information is maintained, and be transmitted with the information whenever it is divulged to a third party.

## **GM PEP VEHICLES**

(173) In accordance with current General Motors policy, CHR employees and retirees are eligible to purchase used General Motors owned Product Evaluation Program (PEP) automobiles and light duty trucks.

(174) In addition, participants must abide by all rules and regulations of the program. The fee paid by the CHR to the GM dealer delivering the vehicle to the employee will constitute imputed income for the employee and will be added to the employee's earnings in the year which the CHR is billed by the GM unit owning the vehicle.

(175) Information regarding the purchase of PEP vehicles will be available in the Personnel Department.

Continued participation in the Used Vehicle Purchase Program is subject to General Motors policy, over which the CHR has no control.

## **SAFE WORKING ENVIRONMENT**

(176) The CHR's goal is to continue to provide a safe working environment for its employees. In order to accomplish this, the Union and the CHR employees must continue to cooperate with the CHR in identifying and correcting any hazardous conditions.

(177) Any employee or Union Representative may raise health or safety issues with their lead person/supervisor without waiting for the matter to be discussed at the monthly meeting. Prompt resolution of such matters must be the desired goal of all concerned.

(178) The monthly meeting shall be the forum to discuss such problems as they arise and work toward their resolution. It is understood that an attempt to resolve all such matters shall be made by the parties at the lowest possible step. However, if resolution is not possible, a policy grievance may be initiated at the Third Step of the Grievance Resolution Procedure.

## **SMOKING POLICY**

(179) During the course of this CBA, the CHR will continue to provide designated smoking areas, provided this does not violate any future city, county or state smoking ordinances.



## **TRAINING**

(180) During the course of the current negotiations, the parties discussed the need to maintain, and enhance as necessary, employee skills to ensure they are able to fully contribute to the mission and goals of the organization.

(181) Therefore, following the job description review, a training needs analysis will be conducted to determine the job-related training needs of employees based on the specific tasks performed. The parties will jointly determine the process to be utilized.

(182) Employees will have input into this analysis and may submit requests for specific training. The nature and scope of the specific training will be determined by the appropriate Assistant Directors. Departmental training plans will be submitted to and monitored by the Personnel Department. Regular status reviews will be conducted with the Union during the regular monthly meetings.

## **HEALTH INSURANCE BUY-BACK AND RETIREE HEALTH CARE PLAN**

(183) Health Insurance Buy-Back Option to be offered by the Employer with the following conditions:

- a) Must provide evidence acceptable to Employer of [non-CHR](#) coverage elsewhere at times and in forms determined by Employer.
- b) Employee may rejoin Employer's plans only on terms acceptable to carrier (including proof of insurability).
- c) Rebates shall be gross, subject to any deductions required by law or authorized by the employee.
- d) Employee will be paid one-third (1/3) of eligible coverage (Single-Double-Family); in equal increments in each twenty-six (26) week pay. Does not include Family Continuation premium rates.
- e) Money saved through the health insurance buy-back will be divided in the following way:
  - one-third (1/3) deposited into OPEIU [Retiree Health Care Plan](#) account
  - one-third (1/3) cost savings to the CHR
- f) Management agrees to guarantee Retiree Health Care Plan funding through March 31, [2020](#).

## **INTERNET ACCESS**

(184) All OPEIU members will be provided Internet access within thirty (30) days of ratification.

## **OPEIU FLAG/PLAQUE**

(185) OPEIU to provide a flag (replace tattered flag when necessary) to fly with UAW/GM and State of Michigan in front of building. Also, OPEIU recognition plaque to be placed in lobby.

## **INCLEMENT WEATHER CLOTHING**

(186) CHR will provide Maintenance and HVAC employees clothing when needed; OPEIU to provide list of names and needs.

## **CHR BADGES**

(187) CHR to allow two (2) badges (at no charge) per contract; no new picture.

## **OPEIU OFFICE UPDATE**

(188) CHR will annually update the hardware and software of the computer in the OPEIU office; when CHR updates.

## **FINANCIAL INVESTMENT PLANNER**

(189) CHR will provide a certified financial planner quarterly. In the event it is determined that the investment advisor supplier needs to be changed, the decision will be made only by mutual agreement of Management and Union.

## **REGARDING EXECUTIVE SECRETARY**

(190) The Executive Secretary positions are bargaining unit positions, and the following provisions will apply:

- a) In the event it is necessary to replace an Executive Secretary, the selection will be made by the appropriate Executive Co-Director at their discretion without regard to any job posting and/or seniority provisions. If the individual is hired from outside the OPEIU bargaining unit and successfully completes the ninety (90) day probationary period, the individual will become an OPEIU-represented CHR employee. If the individual is hired from outside the OPEIU bargaining unit and does not successfully complete the ninety (90) day probationary period, the individual may or may not be retained by the CHR as an employee. If the

employee is retained, they will be reclassified as a new hire within the level two classifications.

- b) In the event of a change in Executive Co-Directors, the newly appointed Executive Co-Director will have the option of retaining their predecessors' secretary, or selecting a new Executive Secretary at their discretion without regard to any job posting and/or seniority provisions. If the individual is hired from outside the OPEIU bargaining unit and successfully completes the ninety (90) day probationary period, the individual will become an OPEIU-represented CHR employee. If the individual is hired from outside the OPEIU bargaining unit and does not successfully complete the ninety (90) day probationary period, the individual may or may not be retained by the CHR as an employee. If the employee is retained, they will be reclassified as a new hire within the level two classifications.
- c) If an Executive Secretary is displaced, the employee will be reassigned in line with the provisions of Article 11 (Layoff and Recall) of this CBA and shall retain their current rate of pay until such time that their compensation in their new classification exceeds their current compensation. At that time, they will assume the compensation of their then current classification. Any employee who has not held a position other than Executive Secretary will be reclassified as a new hire within level two classification rate of pay. Under no circumstances will an OPEIU-represented CHR employee be laid off due to the hiring of a new Executive Secretary.
- d) Each newly selected Executive Secretary will have a ninety (90) day trial period to demonstrate their skills. If, for any reason, the employee is not retained in the Executive Secretary position during the prescribed trial period, the employee will be returned to their previous classification and their salary will be adjusted accordingly. If the individual was hired from outside the OPEIU bargaining unit and does not have a previous classification, they will be reclassified within the level two classifications.

## ARTICLE 24

### **DURATION**

(191) This CBA shall be effective until March 31, [2020](#). It shall remain effective thereafter from year to year, unless either the CHR or Union by written notice to the other party sixty (60) days prior to March 31, [2020](#), or any anniversary thereof, indicates its intention to amend, modify, or terminate the CBA as of March 31, [2020](#), or any anniversary thereof.

## WAIVER

The CHR and the Union for the life of this CBA, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this CBA or with respect to any subject or matter not specifically referred to or covered in this CBA, even though such subject matter may not have been within the contemplation of either of the parties at the time they signed or negotiated this CBA.

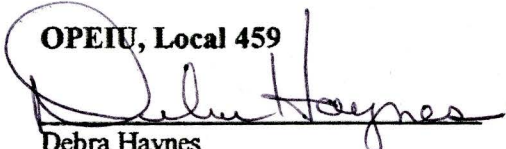
It is understood that it is not the intention of the CHR to avoid discussing mandatory bargaining issues as defined in the National Labor Relations Act, that are not covered in this CBA.

This written CBA, including Memorandums of Understanding, constitutes the entire CBA between the parties. The CBA is strictly limited to these written understandings.

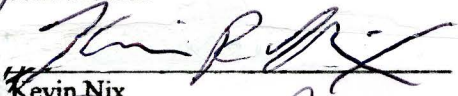
This CBA is subject to written notice of ratification to Management by the Local Union not later than January 31, 2017.

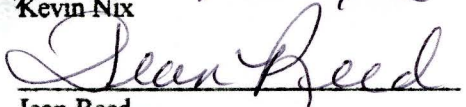
In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and Representatives the day and year written below.

**OPEIU, Local 459**


  
Debra Haynes

  
John Keusch

  
Kevin Nix

  
Jean Reed

  
Robert Rowe

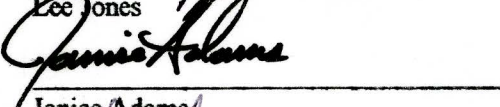
  
Sharon Taylor

**UAW-GM Center for Human Resources**

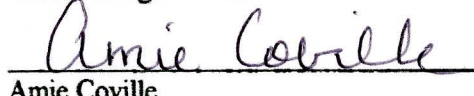
  
Patti Bieber

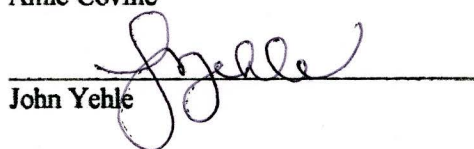
  
Carol Parr

  
Lee Jones

  
Janice Adams

  
Chris Gallagher

  
Amie Coville

  
John Yehle

Date August 16, 2017

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION, LOCAL 459, AFL-CIO (OPEIU)**

**ENTRY LEVEL WAGE AND BENEFIT AGREEMENT**

In accordance with and as part of the [2016](#) OPEIU 459 Agreement between Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as OPEIU 459) and UAW-GM Center for Human Resources (hereinafter referred to as CHR), OPEIU 459 and CHR agree as follows regarding wage and benefit levels and other matters applicable to certain employees hired after the effective date of the 2008 OPEIU 459 – CHR Agreement. Except as otherwise specified in this Memorandum, employees hired after September 1, 2010 will be covered in all respects by the [2016](#) OPEIU 459 Agreement.

**Duration**

This Memorandum shall take effect and remain in effect for the full duration of the [2016](#) Collective Bargaining Agreement between the CHR and OPEIU 459.

**Applicability**

The terms of this Memorandum apply to all entry level employees at the CHR covered by the [2016](#) OPEIU 459 Agreement. “Entry Level Employees” means regular employees hired (permanently) on or after September 1, 2010 into all Level positions identified in Article 14 of the [2016](#) OPEIU 459 Agreement. The entry level wage rate identified in this Memorandum shall apply to any and all entry level employees.

The wage provisions of this Memorandum will apply to all “Temporary” employees hired into all Levels after the date of this Memorandum.

**Seniority and Transfers**

Employees hired under this Memorandum will be eligible to transfer within the classifications covered by this Memorandum in accordance with applicable [2016](#) OPEIU 459 Agreement provisions, and may apply and be transferred, if qualified, to other (higher) classifications (retaining their then current percentage within the wage progression for all levels). Notwithstanding any such transfers, these employees will continue to be covered by this Memorandum for all other matters.

## Wages

For all employees hired after September 1, 2010, new hire rates shall be established at sixty-five percent (65%) of the current full pay rate for the respective level. Entry level employees shall transition to full pay rate for their respective level upon attaining six (6) years of seniority. Employees covered by this Memorandum shall receive a five percent (5%) raise (based upon full rate) upon the one (1) year through four (4) year anniversaries, a seven percent (7%) raise upon the five (5) year anniversary and an eight percent (8%) raise upon the six (6) year anniversary (see Wage Progression Spreadsheet attachments). This will bring them to their respective full pay rate upon their sixth (6<sup>th</sup>) anniversary of employment.

Any future changes, due to bargaining, to the respective full pay rate will be taken into consideration when calculating the value of the raises for entry level employees.

Progression to full rate pertains only to wages, all other provisions of this Memorandum will remain in force for the duration of employment.

Management reserves the right, at their sole discretion, to hire employees into “Critical Skill Positions” as full rate employees. Full rate pertains only to wages, all other provisions of this Memorandum will remain in force for the duration of employment. It is understood that once a position has been identified as a “Critical Skill Position,” all employees present and future in that classification will become full rate employees.

## Vacation Entitlement

The maximum annual vacation entitlement for employees covered by this Memorandum shall be four (4) weeks. Vacation entitlement for entry level employees will be as follows:

### Vacation for Employees Hired After October 1 of the Previous Year

Employment Date	Vacation with Pay
October 2 – December 31 (previous Year)	56.25 hours
January 1 – March 31 (Current Year)	37.5 hours
After March 31 (Current Year)	None until the following year

### Vacation for Employees Hired Prior to October 2 of the Previous Year

Length of Service as of October 1 <sup>st</sup> of Current Year	Vacation with Pay
1 year but less than 3	75 hours
<u>3 years but less than 5</u>	<u>93.75 hours</u>
5 years but less than 10	112.5 hours
<u>10 years but less than 15</u>	<u>131.25 hours</u>
15 years or more	150 hours

### **Payment for Absent Time**

Employees covered by this Memorandum shall be limited to thirty-seven and one half (37.5) hours of Paid Absent Time (PAT). All other provisions spelled out in Article 19 of the [2016](#) OPEIU 459 Agreement shall remain in force.

### **Benefit Plans**

Except as set forth in this Memorandum, employees covered by this Memorandum will be covered by the benefit plans set forth in Article 21 of the [2016](#) OPEIU 459 Agreement.

Employees covered by this Memorandum shall be eligible for an employer contribution of six and one half percent (6.5%) of qualified earnings into the employer-provided defined contribution pension plan. Additionally, the CHR will contribute \$1.00 per compensated hour into the “Entry Level Employees” 401(k) plan to offset the cost of post-retirement health care. “Entry Level Employees” will not be eligible to participate in the post-retirement health care plan. The CHR will provide an opportunity for “Entry Level Employees” to save towards retirement by allowing the “Entry Level Employee” to contribute into a tax-deferred 401(k) plan. The CHR will match fifty percent (50%) of the amount the “Entry Level Employee” contributes to their tax-deferred 401(k) plan, up to fifteen percent (15%) of wages. Employee contributions above fifteen percent (15%) of wages will not be matched by the CHR.



**ATTACHMENT A-1**  
**WAGE PROGRESSION SPREADSHEET**

The following wage rates are effective for employees hired on or after January 30, 2017:

<b>Level</b>	<b>Current 100% Pay Rate</b>	<b>65% Pay Rate</b>	<b>1 Year 70% Pay Rate</b>	<b>2 Year 75% Pay Rate</b>	<b>3 Year 80% Pay Rate</b>	<b>4 Year 85% Pay Rate</b>	<b>5 Year 92% Pay Rate</b>	<b>6 Year 100% Pay Rate</b>
<b>2</b>	\$27.51	\$17.88	\$19.26	\$20.63	\$22.01	\$23.38	\$25.31	\$27.51
<b>3</b>	\$28.51	\$18.53	\$19.96	\$21.38	\$22.81	\$24.23	\$26.23	\$28.51
<b>4</b>	\$30.07	\$19.55	\$21.05	\$22.55	\$24.06	\$25.56	\$27.66	\$30.07
<b>5A</b>	\$31.67	\$20.59	\$22.17	\$23.75	\$25.34	\$26.92	\$29.14	\$31.67
<b>5B</b>	\$33.01	\$21.46	\$23.11	\$24.76	\$26.41	\$28.06	\$30.37	\$33.01
<b>6</b>	\$35.51	\$23.08	\$24.86	\$26.63	\$28.41	\$30.18	\$32.67	\$35.51
<b>7A</b>	\$36.89	\$23.98	\$25.82	\$27.67	\$29.51	\$31.36	\$33.94	\$36.89
<b>7B</b>	\$40.88	\$26.57	\$28.62	\$30.66	\$32.70	\$34.75	\$37.61	\$40.88
<b>8</b>	\$42.74	\$27.78	\$29.92	\$32.06	\$34.19	\$36.33	\$39.32	\$42.74
<b>9</b>	\$47.50	\$30.88	\$33.25	\$35.63	\$38.00	\$40.38	\$43.70	\$47.50

**ATTACHMENT A-2**  
**WAGE PROGRESSION SPREADSHEET**

The following wage rates are effective for employees hired before January 30, 2017:

Level	Current 100% Pay Rate	65% Pay Rate	1 Year 70% Pay Rate	2 Year 75% Pay Rate	3 Year 80% Pay Rate	4 Year 85% Pay Rate	5 Year 92% Pay Rate	6 Year 100% Pay Rate
<b>2 Prior</b>	\$27.37	\$17.79	\$19.16	\$20.53	\$21.90	\$23.26	\$25.18	\$27.37
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>2</b>	<b>\$27.51</b>	<b>\$17.93</b>	<b>\$19.30</b>	<b>\$20.67</b>	<b>\$22.04</b>	<b>\$23.40</b>	<b>\$25.32</b>	<b>\$27.51</b>
<b>3 Prior</b>	\$28.37	\$18.44	\$19.86	\$21.28	\$22.70	\$24.11	\$26.10	\$28.37
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>3</b>	<b>\$28.51</b>	<b>\$18.58</b>	<b>\$20.00</b>	<b>\$21.42</b>	<b>\$22.84</b>	<b>\$24.25</b>	<b>\$26.24</b>	<b>\$28.51</b>
<b>4 Prior</b>	\$29.93	\$19.45	\$20.95	\$22.45	\$23.94	\$25.44	\$27.54	\$29.93
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>4</b>	<b>\$30.07</b>	<b>\$19.59</b>	<b>\$21.09</b>	<b>\$22.59</b>	<b>\$24.08</b>	<b>\$25.58</b>	<b>\$27.68</b>	<b>\$30.07</b>
<b>5A Prior</b>	\$31.53	\$20.49	\$22.07	\$23.65	\$25.22	\$26.80	\$29.01	\$31.53
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>5A</b>	<b>\$31.67</b>	<b>\$20.63</b>	<b>\$22.21</b>	<b>\$23.79</b>	<b>\$25.36</b>	<b>\$26.94</b>	<b>\$29.15</b>	<b>\$31.67</b>
<b>5B Prior</b>	\$32.87	\$21.37	\$23.01	\$24.65	\$26.30	\$27.94	\$30.24	\$32.87
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>5B</b>	<b>\$33.01</b>	<b>\$21.51</b>	<b>\$23.15</b>	<b>\$24.79</b>	<b>\$26.44</b>	<b>\$28.08</b>	<b>\$30.38</b>	<b>\$33.01</b>
<b>6 Prior</b>	\$35.37	\$22.99	\$24.76	\$26.53	\$28.30	\$30.06	\$32.54	\$35.37
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>6</b>	<b>\$35.51</b>	<b>\$23.13</b>	<b>\$24.90</b>	<b>\$26.67</b>	<b>\$28.44</b>	<b>\$30.20</b>	<b>\$32.68</b>	<b>\$35.51</b>
<b>7A Prior</b>	\$36.75	\$23.89	\$25.73	\$27.56	\$29.40	\$31.24	\$33.81	\$36.75
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>7A</b>	<b>\$36.89</b>	<b>\$24.03</b>	<b>\$25.87</b>	<b>\$27.70</b>	<b>\$29.54</b>	<b>\$31.38</b>	<b>\$33.95</b>	<b>\$36.89</b>
<b>7B Prior</b>	\$40.74	\$26.48	\$28.52	\$30.56	\$32.59	\$34.63	\$37.48	\$40.74
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>7B</b>	<b>\$40.88</b>	<b>\$26.62</b>	<b>\$28.66</b>	<b>\$30.70</b>	<b>\$32.73</b>	<b>\$34.77</b>	<b>\$37.62</b>	<b>\$40.88</b>
<b>8 Prior</b>	\$42.60	\$27.69	\$29.82	\$31.95	\$34.08	\$36.21	\$39.19	\$42.60
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>8</b>	<b>\$42.74</b>	<b>\$27.83</b>	<b>\$29.96</b>	<b>\$32.09</b>	<b>\$34.22</b>	<b>\$36.35</b>	<b>\$39.33</b>	<b>\$42.74</b>
<b>9 Prior</b>	\$47.36	\$30.78	\$33.15	\$35.52	\$37.89	\$40.26	\$43.57	\$47.36
<b>COLA</b>	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>9</b>	<b>\$47.50</b>	<b>\$30.92</b>	<b>\$33.29</b>	<b>\$35.66</b>	<b>\$38.03</b>	<b>\$40.40</b>	<b>\$43.71</b>	<b>\$47.50</b>

**ATTACHMENT A-3**  
**WAGE PROGRESSION SPREADSHEET**

The following wage rates are effective on April 1, 2019:

<b>Level</b>	<b>Current 100% Pay Rate</b>	<b>65% Pay Rate</b>	<b>1 Year 70% Pay Rate</b>	<b>2 Year 75% Pay Rate</b>	<b>3 Year 80% Pay Rate</b>	<b>4 Year 85% Pay Rate</b>	<b>5 Year 92% Pay Rate</b>	<b>6 Year 100% Pay Rate</b>
<b>2</b>	\$28.34	\$18.42	\$19.84	\$21.26	\$22.67	\$24.09	\$26.07	\$28.34
<b>3</b>	\$29.37	\$19.09	\$20.56	\$22.03	\$23.50	\$24.96	\$27.02	\$29.37
<b>4</b>	\$30.97	\$20.13	\$21.68	\$23.23	\$24.78	\$26.32	\$28.49	\$30.97
<b>5A</b>	\$32.62	\$21.20	\$22.83	\$24.47	\$26.10	\$27.73	\$30.01	\$32.62
<b>5B</b>	\$34.00	\$22.10	\$23.80	\$25.50	\$27.20	\$28.90	\$31.28	\$34.00
<b>6</b>	\$36.58	\$23.78	\$25.61	\$27.44	\$29.26	\$31.09	\$33.65	\$36.58
<b>7A</b>	\$38.00	\$24.70	\$26.60	\$28.50	\$30.40	\$32.30	\$34.96	\$38.00
<b>7B</b>	\$42.11	\$27.37	\$29.48	\$31.58	\$33.69	\$35.79	\$38.74	\$42.11
<b>8</b>	\$44.02	\$28.61	\$30.81	\$33.02	\$35.22	\$37.42	\$40.50	\$44.02
<b>9</b>	\$48.93	\$31.80	\$34.25	\$36.70	\$39.14	\$41.59	\$45.02	\$48.93

## **MEMORANDUM OF UNDERSTANDING**

### **ON-CALL WORK PROCESS FOR HVAC, MIS AND RESOURCE/REFERRAL EMPLOYEES**

1. Lead person will rotate on-call work assignments according to group equalization log.
2. Lead person must submit work schedule to Personnel by end of day Tuesday of the week work if scheduled.
3. Lead person is required to approve all on-call overtime work prior to work being performed.\*
4. Lead person must review and approve overtime pay.

On-call pay is based on the following:

Monday through Friday	one (1) hour at straight time
Saturday	one (1) hour at time and a half
Sunday and Holiday	one (1) hour at double time

In addition, when an on-call employee is required to perform any work from home on weekends or holidays, the employee will be paid the minimum of thirty (30) minutes of pay or the time required to complete the task; whichever is greater.

On-call employees with prior approval by lead person/supervisor that are required to report to the workplace will be compensated the actual hours worked, with minimum of 3.75 hours call-in pay; as required by OPEIU CBA.

An annual joint review will be held to address any issues that arise.

\*In the case of MIS and Resource/Referral, the joint managers must be notified and approval for work must be obtained by a minimum of one manager.

## **MEMORANDUM OF UNDERSTANDING**

### **TECHNOLOGICAL CHANGE**

Technological Change is a change in software and/or equipment which may diminish the total number of regular employees required or significantly alters the skills required to perform a function. In the event of proposed technological changes, such as the introduction of new software, computer hardware or other automated equipment, the CHR agrees to discuss such changes with the Union representative as soon as possible before such changes are made. The CHR will train employees on any new software and/or equipment that may be necessary to perform their job duties.



# UAW-GM Center for Human Resources

200 Walker Street • Detroit, MI 48207

(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186



DATE: March 24, 2016

TO: Sharon Taylor, President  
OPEIU Local 459

SUBJECT: **Disclaimer Related to Training on Insurance and Benefits**

Dear Ms. Taylor:

The UAW-GM Center for Human Resources will allow the OPEIU's Chief Steward and his/her designated representative to be given a high-level overview of CHR insurance and benefits only; not to replace current practice.

The UAW-GM Center for Human Resources will be held harmless to any subsequent and related miscommunications provided by the Chief Steward and his/her designated representative.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

msm:opeiu459aficio



## **UAW-GM Center for Human Resources**

200 Walker Street • Detroit, MI 48207

(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186



DATE: March 24, 2016

TO: Sharon Taylor, President  
OPEIU Local 459

SUBJECT: **Lead Person Changes**

Dear Ms. Taylor:

During these negotiations, it was agreed that when a change is made in lead person assignments, management will send notification to the OPEIU Chief Steward.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

msm:opeiu459aficio



# UAW-GM Center for Human Resources

200 Walker Street • Detroit, MI 48207

(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186



DATE: March 24, 2016  
TO: Sharon Taylor, President  
OPEIU Local 459  
SUBJECT: **MIS Sub-Contracting**

Dear Ms. Taylor:

During these negotiations, the parties agreed that they will jointly find a solution in insourcing the long-term subcontractors in the MIS Department.

The parties will make a good faith effort to reach a solution. It shall be the Union's burden to substantiate that the full scope of the work can be accomplished by bargaining unit employees.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

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# UAW-GM Center for Human Resources

200 Walker Street • Detroit, MI 48207

(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186



DATE: March 24, 2016

TO: Sharon Taylor, President  
OPEIU Local 459

SUBJECT: **OPEIU-Audio-Visual Staff Working with UAW-GM's  
Global Propulsion Systems' Audio-Visual Special Assigned**

Dear Ms. Taylor:

During these negotiations, the parties agreed that within 120 days of ratification of the 2016 collective bargaining agreement, OPEIU Local 459 and CHR Management will jointly develop language detailing a process for the OPEIU-represented Audio-Visual staff to work collaboratively with the UAW-GM Global Propulsion Systems' Audio Visual special assigned employees.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

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# UAW-GM Center for Human Resources

200 Walker Street • Detroit, MI 48207

(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186



DATE: March 24, 2016

TO: Sharon Taylor, President  
OPEIU Local 459

SUBJECT: **OPEIU Intern Referrals**

Dear Ms. Taylor:

UAW-GM Center for Human Resources' management will accept referrals from OPEIU-represented members for CHR summer internships.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

msm:opeiu459aficio



## UAW-GM Center for Human Resources

200 Walker Street • Detroit, MI 48207  
(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186

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DATE: March 29, 2016  
TO: Sharon Taylor, President  
OPEIU Local 459  
SUBJECT: **Overtime**

Dear Ms. Taylor:

The parties agree to modify Paragraph 138 of the 2016 CHR/OPEIU Collective Bargaining Agreement. Overtime will not be paid until the employee has worked thirty-seven and one half (37.5) compensated hours in the employee's work week.

- Eliminates daily overtime.
- Pay time and one-half for hours worked in excess of 37.5 compensated hours in the employee's work week.
- Are to receive double time for any scheduled time worked on Sunday or a designated holiday.
- Paragraph 147 will be restored as written in the 2016 CHR/OPEIU Collective Bargaining Agreement if it is restored in the UAW-GM National Agreement.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

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# UAW-GM Center for Human Resources

200 Walker Street • Detroit, MI 48207

(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186



DATE: March 24, 2016  
TO: Sharon Taylor, President  
OPEIU Local 459  
SUBJECT: **Overtime Equalization – Job Classifications**

Dear Ms. Taylor:

During the course of these negotiations, the Union and Management have agreed that overtime offered within a department may include work assignments that fall within several job classifications. Management will make every effort to equalize such overtime across all similar classifications within the department not in conflict with other provisions of Article 20 (Work Hours and Overtime) of the collective bargaining agreement.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

msm:opeiu459aficio



# UAW-GM Center for Human Resources

200 Walker Street • Detroit, MI 48207

(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186



DATE: March 24, 2016  
TO: Sharon Taylor, President  
OPEIU Local 459  
SUBJECT: **Subcontracting**

Dear Ms. Taylor:

During these negotiations, the parties discussed the need to eliminate subcontracting by the UAW-GM Center for Human Resources.

It was agreed that the UAW-GM Center for Human Resources will not subcontract any additional bargaining unit work during the life of this collective bargaining agreement. This does not include those services historically performed by non-bargaining unit employees. Further, it is agreed that any bargaining unit work currently being subcontracted may be insourced if the Union can establish that the work can be brought in-house; based upon cost competitiveness.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

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## **UAW-GM Center for Human Resources**

200 Walker Street • Detroit, MI 48207  
(313) 324-5000 • FAX: (313) 324-5580 • TDD: 1-800-544-1186

---

**DATE:** March 24, 2016

**TO:** Sharon Taylor, President  
OPEIU Local 459

**SUBJECT:** **Use of Email in Response**

Dear Ms. Taylor:

This will confirm that the parties agree when the contract indicates a response will be in writing, that email will be accepted as an “in writing” response.

Lee Jones  
UAW Assistant Director

Janice Adams  
GM Assistant Director

msm:opeiu459afcio

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