

CAC
LABOR AGREEMENT

BETWEEN

SAGINAW COUNTY COMMUNITY ACTION COMMITTEE, INC

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M

Effective on February 20, 2013 through June 30, 2015

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PREAMBLE

THIS AGREEMENT, is entered into on July 1, 2009, between SAGINAW COUNTY COMMUNITY ACTION COMMITTEE, INC. (herein referred to as the "Employer") and the SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 511M, CAC (herein referred to as the "Union")

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

ARTICLE 1
PURPOSE AND INTENT

SECTION 1: It is the intent and purpose of the parties to establish a specific understanding relative to rates of pay, hours of employment, and other specific conditions of employment of bargaining unit employees, and to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement. The parties encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees, for the mutual interest of the Employer, employees and the Union. Both parties to this Agreement recognize and agree that the terms and conditions of this Agreement, as well as the existence of all programs, are subject to the continuation of funding by the federal government or other governmental entities, and compliance with federal and state funding and program guidelines.

SECTION 2: Whenever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

ARTICLE 2
NON-DISCRIMINATION

SECTION 1: The Employer and the Union shall not discriminate on the basis of race, religion, color, national origin, age, sex, marital status, disability, or any other protected status.

SECTION 2: The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employee representative against an employee because of Union Membership or because of any employee and his/her function on behalf of the Union.

SECTION 3: The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

ARTICLE 3
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the following employees who are employed by the Employer at its facilities located in Saginaw County, State of Michigan: Administrative Clerk, Case Manager, Central Intake Specialist, Client Service Technician, Crew Leader, Crew Worker, Custodian, Emergency Services Coordinator, Energy Auditor, Field Enrollment Specialist, Program Technician, Senior Outreach Specialist and Weatherization Outreach Specialist, but excluding all executives assistants, managerial employees and supervisors as defined by the National Labor Relations Act.

ARTICLE 4
UNION SECURITY AND UNION DUES

SECTION 1: All current employees while working under the terms of this Agreement and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall be required to make representation fee payments to the Union in the same manner as Union members as a condition of continued employment with the Employer.

SECTION 2: An employee who shall tender or authorize the deduction of initiation fees, membership dues, and representation fees uniformly required by the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than fifteen (15) calendar days in arrears in payment of such dues or fees.

SECTION 3: During the term of this Agreement, the Employer will honor written authorizations signed by employees for the deduction and payment of dues, initiation fees, special assessments, representation fees to the Union. Such written authorization shall be in a form consistent with federal law and this Agreement, and shall be in accordance with the standard form submitted to the Employer by the Union.

SECTION 4: The Union shall notify the Executive Director, or his/her designee, in writing, of the amount of Union dues, fees assessments, representation fees, and voluntary COPE contributions. The Employer will cause such dues, fees, assessments, representation fees, and voluntary COPE contributions to be remitted to the Union no later than fifteen (15) days following the date in which such wage deductions were made, together with a written statement of the names of the employees from whom the deductions were made. Normally, deductions will be made on the last pay period each month.

SECTION 5: All dues and fees required under this Article shall be paid on or after the thirty-first (31st) day of employment, or thirty (30) calendar days after the effective date of this Agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the employee and the Employer by the Union, unless the Employer is notified by the Union, in writing, that the discharge of such employee is no longer required for failure to pay the applicable dues and fees.

SECTION 6: The Union agrees that it will make membership in the Union available to all employees covered by this Agreement, on the same terms and conditions as are generally applicable to other members of the Union.

SECTION 7: The Employer agrees to send a letter listing the names, hire date, and job classification of all new bargaining unit employees to the Union, on a monthly basis, at the time payments are made in accordance with the Union dues check-off provisions of this Agreement.

SECTION 8: The Employer will not aid, promote, or finance any labor groups or organizations that purport to engage in collective bargaining or make any agreement with any such group or organization, concerning employees covered by this agreement, for the purpose of undermining the Union.

SECTION 9: If any provision of this Article is determined to be invalid under federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of federal or state law, or shall be renegotiated by the parties to comply with such law.

SECTION 10: Deductions for Union dues and fees for any calendar month shall be remitted to the address of the Union, SEIU Local 517M, within the time period required by this Agreement. The Employer shall indicate to the Union the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise the Union of the names of all new employees hired since the date of the previous month's Union dues remittance.

ARTICLE 5 **UNION REPRESENTATION**

SECTION 1: The Employer agrees to recognize two (2) stewards who shall be responsible for processing contract grievances and function in other capacities where Union

representation is needed. One (1) alternate steward, selected by the Union, will be recognized by the Employer as functioning only in the absence of the regular steward.

SECTION 2: The Union shall notify the Employer in writing of the names of its stewards, and alternate steward, at least seven (7) working days prior to the effective date each assumes their duties and responsibilities, or as soon as possible in the case of an emergency. The Employer shall notify the Union of any changes in supervisory personnel within forty-eight (48) hours, or as soon as possible in the event of an emergency.

SECTION 3: A steward shall be allowed to leave his/her work area, without any loss of time or pay, for a period not to exceed one (1) hour in order to investigate a grievance. The steward must obtain the approval of the Supervisor or his/her designee before leaving the work area to investigate a grievance, and must return to his/her work area promptly upon completion of the investigation of the grievance. No request shall be unreasonably denied. A steward who has been assigned to a grievance shall also be allowed to leave his/her work area, without any loss of time or pay, in order to attend grievance conferences between the parties, arbitration hearings, and conferences with supervisory personnel regarding the grievance returns promptly, provided the steward has given notice to his/her Supervisor of the need to attend such grievance matters, and returns promptly.

SECTION 4: Non-Employee representatives of the Union may meet with employees in office areas provided by the Employer for purposes of such meetings; provided, that such meetings occur at reasonable intervals during working hours, do not interfere with the services or business of the Employer, and that the Union representatives have obtained the prior consent of the Executive Director or his/her designee that the meeting may take place on an agreed upon date and time.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 1: The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business of the Employer in all respects and as to all matters in connection with the exercise of such right, subject only to the employee's right to grieve, in accordance with the procedure provided under this Agreement.

SECTION 2: All Management rights and functions, except those rights that are expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to:

- (A) Full and exclusive control of the management of the business, its equipment and its operations, including the composition, direction and size of work force;
- (B) The right to determine the work to be done and the standards to be met by the employees covered by this Agreement;
- (C) The right to change or introduce new operations, methods, processes, means or facilities;
- (D) The right to hire, establish and change work schedules, make job assignments to employees, establish, eliminate or change classifications, transfer, promote or demote employees;
- (E) The right to determine the qualifications of employees, and to suspend, discipline and discharge non-probationary employees for just cause; and

(F) The right to require, as a condition of ongoing employment, that employees maintain any professional license required for their job position.

(G) The right to adopt and issue reasonable work rules, regulations, and policies.

ARTICLE 7
DEFINITION OF EMPLOYEE STATUS

SECTION 1: **Full-time Employees:** Employees who are normally scheduled by the Employer to work thirty-two (32) hours or more per week.

SECTION 2: **Part-time Employees:** Employees who are normally scheduled by Employer to work less than thirty-two (32) hours per week.

SECTION 3: **Probationary Employee:** All new employees shall be considered probationary employees during their first six (6) months of employment. The purpose of this period is to determine an employee's capability for regular full-time or part-time employment. During this period, an employee is employed on an "at-will" basis, and either the employee or the Employer may terminate the employment relationship, with or without cause, and with or without notice.

ARTICLE 8
SENIORITY

SECTION 1: All new employees shall be required to serve a probationary period of six (6) months, during which time the Employer retains the sole right to terminate such employees with or without cause and without recourse to the grievance procedure under this Agreement. Upon completion of the six (6) month probationary period, the employee's seniority shall date back to the original date of hire, except that all absences during the period of probation shall extend the probationary period on a day for day basis. There shall be no seniority among probationary employees.

SECTION 2: The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as prescribed under this Agreement, except for matters that involve discipline or employment termination other than for Union-activity.

SECTION 3: There shall be one (1) seniority list for each job classification consisting of both full-time and part-time employees in the job classification. The employer shall post the seniority list for each job classification. The seniority list provided for each job classification shall be deemed to be accurate and binding upon the Union, Employer, and bargaining unit employees, unless the Union or an employee files written objection to the seniority list within thirty (30) days of the date posted. Any dispute regarding the accuracy of a seniority list shall be subject to the grievance procedure. Upon request of the Union or the Union Steward, but not more frequently than every six (6) months, the Employer shall provide the Union with up to date seniority lists.

SECTION 4: Seniority is defined as the accumulative length of time an employee has been employed by the Employer. If employees have equal seniority, ties will be broken by giving preference to employees with the lowest last four (4) digits of their social security numbers. Seniority shall be broken for the following reasons:

- (A) If the employee quits or retires;
- (B) If the employee is discharged for just cause;
- (C) If the employee is absent three (3) consecutive workdays without properly notifying the Employer;
- (D) If the employee fails to report to work within three (3) workdays after the expiration of a leave of absence, or being recalled from a layoff;
- (E) If the employee is laid off for a continuous period equal to the employee's accumulated seniority or twelve (12) months, whichever is less.

ARTICLE 9
LAYOFF AND REHIRE

SECTION 1: For purposes of this Agreement, layoff shall be defined as a reduction in the workforce that is due to a decrease of work, a reduced need for staff in a particular job classification, or a reduction or limitation of program funding. When the Employer determines that it is necessary to lay off employees in a particular job classification, the procedures described in this article shall be followed.

SECTION 2: Employees will be laid off on the basis of job classification seniority and qualifications, with employees who have the least amount of job classification seniority being laid off first. No full-time- or part-time seniority employees shall be laid off from the job classification being reduced while there are probationary full-time or part-time employees employed in the affected job classification.

SECTION 3: In the event it becomes necessary to layoff an employee for a period in excess of five (5) work days, the Employer shall provide the employee and the Union with a written notice of the layoff at least seven (7) working days prior to such layoff. In the case of an emergency or other unforeseeable circumstance where the Employer does not know the need for a layoff more than seven (7) days prior to such layoff, prior notice of the layoff to the employee and to the Union shall not be required.

SECTION 4: Employees will be recalled from layoff in line with job classification seniority in reverse order of layoff. In the event a laid off employee declines reinstatement or recall from layoff, or does not return to work within three (3) days of the date that he/she has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned his/her employment, and the Employer's employment obligation to such laid off employee shall cease. If an employee is not

recalled within one (1) year after being laid off, the employee shall lose all seniority and any right to be recalled.

SECTION 5: Employees on lay off shall notify the Executive Director of any change of address in order to afford the Employer the ability to notify said employees of recall. Failure to do so by the employee shall constitute a waiver by the employee of his/her right to recall. In the event that a laid off employee finds other gainful employment and would not accept a recall from layoff, the employee shall notify the Executive Director, in writing, and their name shall be withdrawn from the recall roster.

SECTION 6: All notices of recall from layoff shall be by certified mail, return receipt requested delivery, to the employee's last known address, at least one (1) week prior to the date that the employee is scheduled to return to work. A copy of all notices of recall shall be provided by the Employer to the Union.

SECTION 7: Upon written request, the Employer agrees to meet with the Union to discuss the impact of any layoff of Union members.

SECTION 8: In the event of a layoff in excess of five (5) working days, laid off employees may exercise bumping rights, if any, which shall be defined as the right to fill the position of the least senior employee in another job classification within the bargaining unit; provided, that the bumping employee has seniority in the other bargaining unit classification and has the ability to perform the requirements of the job.

ARTICLE 10 **DISCIPLINARY PROCEDURE**

SECTION 1: The Employer shall assess employee discipline based upon the nature and seriousness of the offense, as well as the prior disciplinary record of the employee, if applicable. Whenever such disciplinary action is contemplated, the employee, where circumstances permit, will be

offered an interview to make the employee aware of such charges, including a description of the suspected misconduct and reference to the rule or rules, if specific Rules of Conduct are involved. During the interview, the employee will be given an opportunity to answer the charges for which he or she is being suspended or disciplined.

SECTION 2: Employees being spoken to concerning disciplinary action shall be entitled to Union representation during the interview, upon request. The interview will be held in a private office and whether called or not, the Union will be notified in writing of any disciplinary action against any employee within twenty-four- (24) hours of the disciplinary action. Grievances concerning termination action must be filed within ten (10) working days after the date of termination.

SECTION 3: Should the disciplined employee or the Union consider any disciplinary action improper, the matter may be processed through the regular grievance and arbitration procedure.

ARTICLE 11 **GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 1: DEFINITION OF GRIEVANCE. For purposes this Agreement, a grievance shall be defined as a complaint or a dispute concerning an alleged violation of a provision of this Agreement. The parties agree that complaints regarding performance or job evaluations by supervisors shall not constitute grievances under this Agreement, except in cases where an employee's job performance results in discipline.

SECTION 2: REVIEW PROCEDURE. All grievances shall be processed in the following manner:

Step 1: An employee with a grievance, with or without a steward at the employee's option, shall discuss the matter with his/her supervisor within five (5) working days of the incident or from

the date that the employee reasonably should have had knowledge of the incident which gave rise to the grievance. Any resolution of a grievance shall not be inconsistent with this Agreement.

Step 2: If no satisfactory resolution is achieved within five (5) working days of the date the employee met with his/her supervisor, the grievance must be reduced to a written grievance by a Union Steward, and such grievance must be submitted to the supervisor within ten (10) working days of the employee's meeting with his/her supervisor. Such grievance shall be written and shall state the nature of the complaint by giving a factual account of the situation, citing the section of the contract involved, and specifying the relief requested. The grievance must be answered by the employee's supervisor or his/her designee, and submitted to the Union within ten (10) working days after the grievance was received.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed by submitting the written grievance to the Executive Director within ten (10) working days after receiving the Employer's answer in Step 2. The Executive Director or his/her designee and the employee, together with the Union steward, shall discuss the grievance and the possible resolution of the grievance. The Executive Director or his/her designee shall answer the grievance within ten (10) working days after the meeting.

Step 4: In the event the dispute shall not have been satisfactorily resolved at Step 3, the Union, upon mutual agreement with the Employer, shall have twenty (20) calendar days from receipt of the answer to file a request for mediation of the grievance with the Michigan Employment Relations Commission, with a copy provided to the other party, whose decision shall be advisory only and not final or binding on either party. The grievant and one (1) Union representative may attend the mediation session without loss of pay. .

SECTION 3: POLICY AND DISCHARGE GRIEVANCES. If the grievance concerns a group of employees, the bargaining unit as a whole, or the discharge of a non-probationary

employee, the Union shall file the grievance at Step 3, with the Executive Director within ten (10) working days after reasonable discovery of the events that gave rise to the grievance. Grievances filed under this section shall then be processed in accordance with Step 3 & 4.

SECTION 4: NOTICE OF ARBITRATION. If the grievance is not satisfactorily resolved at Step 4, the Union may request arbitration by notifying the Executive Director, in writing, within thirty (30) working days of receipt of the Employer's answer at Step 4.

(A) All arbitration hearings shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

(B) The decision of the arbitrator shall be final and binding upon the Employer and the Union, and the aggrieved employee or employees. The arbitrator is strictly prohibited from adding to, subtracting from, or altering any of the provisions of this Agreement. The arbitrator shall identify in his decision the specific and expressed terms of the contract upon which he relies and on which he is empowered to rule. The decision of the arbitrator shall be enforceable as the Agreement of the parties, at law or in equity, in any Court having jurisdiction thereof.

(C) The arbitrator's fee and expenses shall be borne equally by the Union and the Employer. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the parties incurring them, except as otherwise provided in this Agreement.

(D) Any award of back wages in the event of discharge or disciplinary suspension may, in the discretion of the arbitrator, commence with the date of discharge or disciplinary suspension; and any award of back wages in the event of a grievance alleging a paycheck discrepancy shall be limited to a period of sixty (60) calendar days prior to the pay period in which the grievance was filed, but in no event more than thirty (30) calendar days prior to the end of program year for the program which provides funding for the position of the grievant. Any other award of back wages

made by the arbitrator shall be limited to the date commencing from the beginning of the pay period preceding the pay period in which the grievance was filed. Any award of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Employer, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period. Compensation received for personal services from a source that the employee was receiving prior to any termination or suspension, limited to the amount of compensation previously earned, shall not be taken into consideration in determining back pay.

SECTION 5: ARBITRATION HEARING. The Employer and the Union will cooperate to ensure the right of either party to adequately prepare or present its position at the arbitration hearing. However, any witnesses as may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal, if required), the witness shall immediately return to work. The Employer will pay lost time for any witness employed by the Employer who is called to testify by the Employer during and arbitration hearing.

SECTION 6: TIME LIMITATIONS. The time limits established in the grievance procedure shall be followed by the parties hereto. In the event the Employer does not respond to a grievance within the time required under this Article, the grievance shall be considered denied and advanced to the next step. If the Union does not adhere to the time limits provided under this Article, the grievance shall be considered withdrawn, with prejudice, by the Union. The time limits established herein may be extended only by mutual agreement in writing.

SECTION 7: EXCLUSIONS FROM ARBITRATION. The following shall not be subject to arbitration:

- (A) Matters regarding the administration of the provisions of the insurance coverage, except carrier financial responsibility to honor claims of Employer failure to maintain continuity of coverage; and
- (B) Matters in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court, which involves a claim which could have been pursued on behalf of the grievant by the Union based upon a provision of this contract; and.
- (C) Matters involving oral warnings.

ARTICLE 12
SPECIAL CONFERENCES

SECTION 1: Special conferences for important matters, not involving employee discipline, will be arranged between the Union Labor Representative and the Employer or designated representative upon request of either party within ten (10) working days of such request. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance upon mutual consent of the Union and the Employer, and a written agenda of the matters to be discussed at such conference shall be presented at the time the conference is requested by either party. Matters discussed during a special conference shall be confined to those included in the agenda. Special conferences shall last no longer than one (1) hour unless such time period is extended by mutual consent of both parties. The Union Steward present at a special conference shall not lose time or pay for the time spent attending special conferences.

SECTION 2: Special Conferences may be used for the purpose of clarifying the collective bargaining agreement. Any agreements reached mutually by the parties will be reduced to

writing for purposes of being signed by the parties. Special conferences may not be used for the purpose of modifying the collective bargaining agreement or continuing labor contract negotiations.

ARTICLE 13
JOB VACANCY AND POSTING

SECTION 1: **NOTICE**. In the event a new position is created, or the Employer elects to fill a vacant position in the bargaining unit, notice regarding the position will be posted on the main bulletin boards of the Employer's Corporate Offices and included in employee's paychecks. To ensure preferential consideration for employees who may be interested in such opportunities, such notices will be posted for a minimum period of five (5) work days, commencing with the date the notice is included in employee's paychecks. The notice shall include a description of the job duties, wage range, and the prerequisite educational and experience requirements. The Employer shall mail or fax a copy of the notice to the Union within forty eight (48) hours of the posting date.

SECTION 2: **BIDDING**. Any employee who meets the qualifications of a new or vacant position in the bargaining unit may bid on the posted job by making written application within the time limits specified in the job-posting. Where experience and relative ability to perform the job are equal, preference will be given to the bargaining unit employees based on seniority.

SECTION 3: **TEMPORARY ASSIGNMENTS**. The Employer may fill a job vacancy or a new position in the bargaining unit for a period of thirty (30) work days, during which time the Employer shall make every reasonable effort to fill such vacancy or newly created position as described herein. If additional time-is needed, the Employer may extend the period of such temporary assignment for (15) work days by providing the Union with a notice stating the reason why the vacancy or newly created position was not filled within the aforementioned time period. The Union may call a special conference to discuss any problem areas with respect to temporary assignments.

Non-probationary employees temporarily transferred to a higher rated job classification for more than five (5) work days shall be paid that job classification rate at the employee's current step.

ARTICLE 14
HOURS OF WORK

SECTION 1: **NORMAL WORKDAY**. The normal workday will consist of eight (8) hours of paid time exclusive of an unpaid lunch period. Normal work hours will generally be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

SECTION 2: **NORMAL WORK WEEK**. The normal work week for full-time employees shall be between thirty-two (32) and forty (40) hours for scheduling purposes. The normal work week for part time employees will consist of at least twenty (20) hours but less than thirty-two (32) hours. The work week will normally consist of five (5) days per week, usually Monday through Friday. The Employer may alter work schedules to promote efficient operation. All employees may be required to report for work outside of their regular work hours according to the needs of the Employer.

SECTION 3: **OVERTIME HOURS**. The Employer shall have the right to require employees at each facility to work in excess of their normal schedule. Hours actually worked in excess of forty (40) hours in any one week (seven (7) calendar days Sunday through Saturday) will be paid at the rate of one and one-half (1 1/2) time the employee's regularly hourly rate of pay. All overtime and-time worked in excess of an employee's normal daily shift must be previously approved by the employee's supervisor or designee.

SECTION 4: **LUNCH PERIOD**. Employees shall be granted an unpaid lunch period of one (1) hour. An employee must take his/her lunch-period between 11:00 a.m. and 2:00 p.m. Employees who leave the premises during the lunch period must punch out and punch back in upon return from lunch.

SECTION 5: REST PERIOD. All full-time employees shall receive two (2) fifteen (15) minute paid rest periods during the shift as scheduled by their supervisor. Employees may not leave the premises during rest periods.

ARTICLE 15
HOLIDAYS

SECTION 1: Active non-probationary full-time employees and part-time employees, who are normally scheduled to work a minimum of twenty (20) hours per week, shall be eligible to receive holiday pay for the following recognized holidays, subject to the remaining provisions of this Article:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Friday following Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Birthday

Recognized holidays will normally be observed on the day designated by the federal government.

SECTION 2: To be eligible for holiday pay, the holiday (including an employee's birthday) must fall on an employee's regularly scheduled workday. Further, the employee must work the scheduled workday before the holiday and the scheduled workday after the holiday, unless the employee's absence is due to an approved vacation or personal/sick time off, as defined in Articles 16 and 17, respectively. Inactive employees who are on leave of absence or layoff status during a holiday are not eligible for holiday pay.

SECTION 3: Active non-probationary full-time employees and part-time employees who are normally scheduled to work a minimum of twenty (20) hours per week shall have their birthday as a floating holiday off, which shall be scheduled by the Employer, upon request of the employee. Employees shall not receive premium pay if they are scheduled to work on their birthday. Inactive employees who are on leave of absence or layoff status on their birthday are not eligible for special holiday pay under this provision. Special holiday compensation paid to an employee under this provision shall not be deemed hours of work in computing overtime compensation.

ARTICLE 16
VACATIONS

SECTION 1: After six (6) months of continuous employment, non-probationary full-time employees, and part-time employees hired on or before September 1, 2009, who are normally scheduled to work a minimum of twenty (20) hours per week shall be eligible to utilize accrued vacation on a funding program basis. Part-time employees hired after September 1, 2009, however, shall not be eligible for paid vacation time. Any approved vacation time taken by part-time employees hired after September 1, 2009, shall be unpaid.

(A) Beginning with the first day of employment, eligible full-time employees shall accrue paid vacation, based upon the straight-time hours actually worked and paid during each pay period of the contract year of their respective funding programs in accordance with the following table:

Seniority	Hours Earned Per Pay Period	Maximum No. of Days Per Funding Program Year
1 Through 2	1.538	5.0 days (40.0 Ins)
3 through 4	3.078	10.0 days (80.0 Ins)
5 years or more	4.617	15.0 days (120.0 Ins)

(B) Beginning with the first full day of employment, eligible part-time employees shall accrue paid vacation, based upon the straight-time hours actually worked and paid of their respective funding program in accordance with the following table:

Seniority	Hours Earned Per Pay Period	Maximum No. of Days Per Funding Program Year
1 through 2	0.769	2.5 days (20.0 hrs)
3 through 4	1.539	5.0 days (40.0 hrs)
5 years or more	2.308	7.5 days (60.0 hrs)

(C) In no event shall an employee's vacation exceed the maximum set forth in this Section.

SECTION 2: For purposes of this Article, straight-time hours shall include all regular hours actually worked by an employee and paid by the Employer, including paid vacation, holidays, and personal/sick days. Specifically excluded are overtime and related premium payments, as well as birthdays and absences due to any unpaid leave of absence.

SECTION 3: Employees shall not be allowed to carry over unused vacation time to the following funding program year, and any such unused vacation time shall be forfeited.

SECTION 4: Employees must submit their vacation requests to the Employer for approval, at least two (2) weeks in advance of the requested vacation, except in an emergency or other unforeseeable circumstances. The Employer's approval shall not be unreasonably withheld, and shall be based upon the Employer's operational requirements. For vacation scheduling purposes, priority shall be given to employees with the greater seniority.

SECTION 5: Vacation pay shall be based upon an employee's current hourly rate of pay. Upon termination of employment, an employee shall be compensated for unused accrued vacation at the hourly rate of pay received by the employee at the time the employment is terminated.

ARTICLE 17
PAID PERSONAL TIME-OFF

SECTION 1: Non-probationary full-time employees shall accumulate personal days on an accrual basis at the rate of eight (8) hours per calendar month, for a maximum of ninety-six (96) hours, or twelve (12) days. Non-probationary part-time employees hired on or before September 1, 2009, shall accumulate personal days on an accrual basis at the rate of four (4) hours per calendar month, for a maximum of forty-eight (48) hours, or six (6) days. Part-time employees hired after September 1, 2009, however, shall not be eligible for paid personal time off. Any approved time off taken by part-time employees hired after September 1, 2009, shall be unpaid.

SECTION 2: Employees shall request and use paid personal time-off, in at least two (2) hour increments, when they are required to be absent for such purposes as short term illness, doctor or dental visits, attending funerals not covered by the bereavement leave provisions, and other necessary personal business. In the absence of an emergency or other unforeseeable circumstances, such requests shall be submitted to the Employer, for approval, at least three (3) days in advance of the requested time-off, or in any event, as soon as possible. The Employer shall not unreasonably deny such requests, but reserves the right to request written verification as to the reason for an employee's absence.

SECTION 3: Employees who take paid personal time-off shall be paid at their current straight-time hourly rate of-pay. Payments under this provision shall be made during the pay period in which the paid personal time-off was taken.

SECTION 4: Employees shall be required to utilize their paid personal time off during their funding program year. Any personal time-off that is not taken during such period shall be forfeited. Such time-off shall also be forfeited upon termination of employment, for any reason, unless an employee is reinstated through the grievance procedure.

ARTICLE 18
UNPAID LEAVES OF ABSENCE

SECTION 1: LEAVE OF ABSENCE FOR UNION ACTIVITY. Any full time employee elected to a permanent office in, or as a delegate to, any Union activity necessitating a leave of absence not exceeding six (6) months, shall accumulate seniority. Such leaves of absence shall be unpaid without benefits (accrued or otherwise), and may be granted within the discretion of the Employer upon written request at least two (2) weeks in advance by an officer of the Union. No more than one (1) Union member shall be granted an unpaid union leave at any one time.

SECTION 2: UNPAID PERSONAL LEAVE. An unpaid personal leave of absence, not to exceed ninety (90) calendar days, may be granted by the Employer to non-probationary employees for sickness, disability, personal reason, or other approved absences. After thirty (30) calendar days of an unpaid leave, employee benefits shall not be accrued or paid and seniority shall not accumulate during the remainder of the leave. An employee desiring such leave must make a specific, detailed request at least two (2) weeks in advance of the time when the proposed leave is to commence, unless unforeseen extenuating circumstances prevent otherwise. An employee on personal leave must exhaust all paid leave time before unpaid leave commences. The employee may also elect to continue coverage of his or her present group health and dental insurance benefits by paying the Employer, in advance, for the amount of the premium.

SECTION 3: MILITARY LEAVE. A leave of absence, without pay, shall be granted in accordance with applicable state or federal statutes to non-probationary fulltime employees who enter the military service of the United States.

SECTION 4: ALL OF THE ABOVE LEAVES OF ABSENCE, IF GRANTED, ARE SUBJECT TO THE FOLLOWING CONDITIONS:

- (A) All leaves granted must be in writing and signed by the Management of the Employer; one copy to be given to the Employer, one to the bargaining agent, and one to the employee involved.
- (B) Any employee on leave may return to work in line with his or her seniority upon expiration date of the leave or before, provided not less than ten (10) working days notices is given to the Employer.
- (C) In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave unless mutually agreed upon, in writing, between the Employer and the employee before such leave starts.
- (D) Any employee who has been granted leave of absence shall be returned to their regular job at the current rate of pay on return to work. Any employee who performed the job of an employee on leave shall be returned to his or her pervious job.

ARTICLE 19
WITNESS AND JURY DUTY

SECTION 1: Any employee who is subpoenaed as a witness or summoned for jury duty shall be granted a leave of absence to serve as required. Leave of absence for witness or jury duty shall be with full pay, less the amount received by the employee from the Court for such duty.

SECTION 2: An employee who spends time in court at the request of the Employer, on behalf of the Employer, or for matters arising out of the employee's responsibilities to the Employer, shall receive his/her regular wage, less the amount received as a witness fee, for the time in court attendance.

ARTICLE 20
BEREAVEMENT LEAVE

SECTION 1: Upon request, an employee shall be granted a bereavement leave, with pay, following the death of a member of the employee's immediate family, for a maximum of three (3) work days. Such leave shall be granted for the period between the time of death and the day of the funeral. For purposes of this paragraph, immediate family is defined as: current spouse, children, step-children, parents, step-parents, current parents-in-law, grandparents, grandchildren, brothers, sisters, step-brothers and step-sisters.

SECTION 2: If additional time off is desired for bereavement purposes, including the death of an employee's niece, nephew, uncle, aunt, brother-in-law, sister-in-law, or grandparents-in-law, an employee, upon request and approval by the employer, may utilize available paid time-off entitlements. If such time off entitlements are not available, an employee, upon request and approval by the employer, may be granted a leave of absence, without pay, for such purposes, up to a maximum of three (3) work days.

SECTION 3: The Employer may require certification of the death and relationship of the deceased to the employee.

ARTICLE 21
WAGES

SECTION 1: Bargaining unit employees shall be paid a base hourly rate according to their respective job classifications and seniority as follows:

<u>Position</u>	<u>Step 1</u>	<u>Step 2 (3.00%)</u>	<u>Step 3 (3.00%)</u>
Administrative Clerk – Part-Time	\$10.00	\$10.30	\$10.61
Case Manager	\$11.50	\$11.85	\$12.21
Central Intake Specialist	\$9.41	\$9.69	\$9.98
Client Service Technician	\$9.41	\$9.69	\$9.98
Crew Leaders	\$13.54	\$13.95	\$14.37
Crew Workers	\$12.50	\$12.88	\$13.27
Custodian - Part-Time	\$ 9.00	\$9.27	\$9.55
Emergency Services Coordinator	\$10.00	\$10.30	\$10.61
Energy Auditors	\$15.00	\$15.45	\$15.91
Elderly Coordinator/ Program Coordinator	\$15.00	\$15.45	\$15.91
Field Enrollment Specialist- Part-Time	\$10.00	\$10.30	\$10.61
Program Technician	\$9.41	\$9.69	\$9.98
Senior Outreach Specialist	\$9.52	\$9.81	\$10.10
Weatherization Outreach Specialist	\$10.00	\$10.30	\$10.61

SECTION 2: Contingent on the availability of respective grant funding and grant approval, new employees who have successfully completed the probationary period will move from Step 1 to Step 2 after one (1) full year of “active” service, and from Step 2 to Step 3 after two (2) full years of “active” service. “Active” service means actual time working and excludes layoffs, medical or other leaves from work.

SECTION 3: The Parties acknowledge and agree that for new hires, the Employer may hire a new employee at the Step 2 or Step 3 base hourly rate, provided the employee has the qualifications and experience to do the job.

Wage Re-opener

The Parties agree to a wage re-opener for the 2014-2015 after December 1, 2014.

ARTICLE 22
GROUP HEALTH, DENTAL AND VISION INSURANCE

SECTION 1: The Employer shall provide eligible bargaining unit employees with the following Employer sponsored group insurance coverage:

(A) **Health Insurance**

The Employer shall provide single group health insurance coverage for full and part-time employees employed by the Employer as of September 1, 2009. For any employees hired after September 1, 2009, the Employer shall provide health insurance coverage for non-probationary full-time employees only, excluding family and other dependants. No health insurance coverage shall be provided to part-time employees (or their family and other dependants) hired after September 1, 2009.

(B) **Dental and Vision Insurance**

For employees employed by the Employer as of September 1, 2009, and enrolled in the Employer's group health insurance plan, the Employer shall provide dental and/or vision Insurance coverage through an Employer-selected plan. For non-probationary full-time employees hired after September 1, 2009, and enrolled in the Employer's group health insurance plan, the Employer shall contribute a total of Ten (\$10.00) Dollars per month towards the costs of the employee obtaining dental and/or vision coverage. No dental or vision insurance coverage will be provided to family members or other dependents of employees hired after November 1, 2009.

No health, dental or vision insurance coverage shall be provided to part-time employees (or their family and other dependants) hired after September 1, 2009.

(C) Cash In Lieu of Coverage

Eligible employees shall have the option to receive cash in lieu of health, dental and vision coverage, in the maximum of \$2,000.00, payable in two (2) installments of \$1000.00, the first of which shall be paid at the beginning of the enrollment period and second installment six (6) months thereafter. To receive this payment, such employees must provide the Employer with sufficient documentation of alternative health, dental and vision coverage during the specified period of employment

SECTION 2: The parties agree to the following general provisions with respect to health, dental, and vision coverage:

- (A)** The Employer may change health insurance plans of carriers at any time; provided that any new plans selected do not reduce benefit levels below the benefit levels enjoyed by eligible employees on December 31, 1999, and provided also that the Union is notified, in writing, at least thirty (30) calendar days in advance of the date the change is to be effective.
- (B)** Employees who elect to receive such coverage shall be responsible for completing and submitting appropriate application forms and/or any other required documents to the Employer during specified enrollment periods

- (C) All benefits shall be subject to standard provisions as set forth in the applicable policies.
- (D) Benefits for otherwise eligible employees will become effective six (6) months after their date of hire.
- (E) Except as otherwise provided by applicable federal or state law, when an employee's employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence or any other reason, all insurance coverage under this Article shall continue only for the balance of the month in which such interruption or termination occurs, or until the next premium is due, whichever is later. However, such employees may be eligible to continue their coverage pursuant of applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of '1985 (COBRA).
- (F) In a joint continuing effort to control the cost of insurance, the Employer and the Union agree to a strict coordination of benefits program that is designed to prevent individuals from making a profit on health care insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under Employer's group health, dental and vision insurance plans and any such other insurance plans under which an employee may be enrolled will not exceed the total amount of medical expenses.

The parties also agree to continue such joint efforts to explore alternatives that will enable the Employer to reduce the costs of health care benefits while at the same time maintain substantially the same level of health care services currently offered to eligible bargaining unit employees.

- (G) Each employee is obligated to notify the Employer of any and all health, dental and vision insurance coverage enjoyed by such employee other than the insurance coverage provided herein by the Employer.

ARTICLE 23
DISABILITY INSURANCE

The Employer shall provide short-term disability insurance coverage for non-probationary full employees, part-time employees hired on or before September 1, 2009, in accordance with the Employer-selected disability insurance plan. No disability insurance coverage shall be provided to part-time employees hired after September 1, 2009.

- (A) In general, to be eligible for such coverage; an employee must have:
- (1) Completed six (6) months of employment.
 - (2) Become wholly and continuously disabled.
 - (3) Be unable to perform the substantial duties of his or her job classification.
 - (4) Be under a doctor's care and furnish evidence of same upon request.
 - (5) Furnish the Insurer with satisfactory proof of disability upon request.
- (B) Disability benefits shall commence in accordance with the following schedule:
- (1) For an accident, benefits start on the first (1st) complete day of disability.
 - (2) For illness, benefits start the eighth (8th) complete day of disability, but if sickness confines an employee in a hospital before the eighth (8th) day of disability, benefits shall commence from the first day of the employee's stay in the hospital.

probationary full-time employees only. All benefits shall be subject to the standard provisions set forth in the life insurance policy.

ARTICLE 25
401K RETIREMENT PLAN

The Employer shall select and provide a 401K Retirement Plan for eligible bargaining unit employees who have at least one (1) year of seniority and have worked one thousand (1000) hours during the prescribed qualifying period of the Plan. On behalf of each such employee, the Employer, for the term of this Agreement and on a date designated by the Plan, shall contribute a lump sum amount equal to three (3%) percent of the employee's annualized base hourly wages to the Plan. Employees who terminate their employment prior to the end of the Plan year shall be ineligible to receive such Employer contributions.

Eligible employees may also elect to have the Employer withhold, on a pre-tax basis, up to fifteen (15%) of their annual gross earnings to be contributed to the Plan as savings contribution to build a financial reserve for their retirement.

ARTICLE 26
HEALTH EXAMINATIONS

SECTION 1: To ensure the safety of employees and the general public or for other work-related reasons, the Employer may require an employee to submit to a health examination and/or health screening by a physician or health care facility selected by the Employer, at the Employer's expense. If such examinations and/or screening are performed during work hours, they shall be without any loss of time or pay to employees. All employees shall attend their examination and/or screening as scheduled by the Employer or such physician or health care facility.

ARTICLE 27
EMPLOYEE RECORDS

SECTION 1: **RIGHT TO REVIEW.** The Employer acknowledges that each employee is entitled to review his/her own personnel record, as prescribed by the Michigan Employee Right to Know Act, upon request for an appointment, in writing, to the Employees Services Department at a time which is mutually convenient for the employee and the Executive Director or designee. If there is a disagreement with the information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement, of not more than five (5) pages, explaining the employee's position.

SECTION 2: **COPIES FEES:** After reviewing his/her personnel record, an employee may receive a copy of all or part of the information contained within the record but may not remove any item from his/her record. The Employer may charge a fee for providing a copy of the information contained in the personnel record. All fees shall be limited to the actual cost of duplicating the information.

ARTICLE 28
WORK RULES

SECTION 1: The Union recognizes the Employer's right to establish reasonable rules and regulations, not inconsistent with the terms of the collective bargaining agreement between the parties, for the purpose of maintaining order and discipline. The Union and employees agree to abide by all established Employer policies and work rules except those expressly abridged by this Agreement. The penalties under such rules and regulations concerning discipline may be progressive in scope, depending on the nature of the violation. The Employer shall give the Union and the Employees at least fourteen (14) calendar days advance notice of the effective date of such rules and regulations. Prior to the date that the Employer's rules and regulations go into effect, the Union may

request a special conference with the Employer to discuss the rules and regulations, and such conference will be held on a mutually agreed upon date prior to the effective date of the rules and regulation, if possible.

SECTION 2: The Union reserves the right to question the reasonableness of any such rule and regulation through the grievance procedure, including arbitration.

SECTION 3: A copy of all work rules shall be provided to the Union by the Employer.

ARTICLE 29 **NEW HIRE ORIENTATION**

The Employer shall notify the Union of all new hire orientations involving bargaining unit employees. During, or at the conclusion of such orientations, the Union shall be provided an opportunity to have one elected or appointed Union representative meet with such employees for the purpose of providing information and answering questions about the Union the collective bargaining agreement, and other related' matters. The' parties agree that such meetings shall not last more than twenty (20) minutes.

ARTICLE 30 **COPIES OF CONTRACT**

The Employer will type the original contract and provide the Union with two (2) copies of the contract. The Union shall print and distribute the contract to its members.

ARTICLE 31 **BULLETIN BOARDS**

SECTION 1: The Employer shall provide a bulletin board at each Employer owned facility for the benefit of the Union to be used solely for the purpose of posting notices pertaining to the following Union Matters:

- (A) Union recreational or social affairs;

- (B) Union nominations or elections and results of such elections and nominations;
- (C) Union appointments; and
- (D) Union affairs or contract issues;

SECTION 2: The Employer agrees that the Union shall be allowed to use, for purposes described in Section 1, appropriate space on not more than one (1) designated bulletin board presently used by Employer at Employer-leased facilities; provided however, that the presence and use of such bulletin boards shall be subject to the approval of the respective lessors and related lease agreement's pertaining to such facilities.

SECTION 3: The Union agrees that it shall be responsible for the maintenance of Union bulletin boards and that it shall not post anything derogatory or detrimental to the Employer. The Union also agrees that all materials posted by the Union shall be signed by the Bargaining Union Chairperson or designee.

ARTICLE 32 **COMPLETE AGREEMENT**

The parties expressly declare that they have bargained between themselves on all phases of the hours, wages and working conditions of members of the bargaining unit, and that this Agreement represents their full and complete agreement, without reservation. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining during the term of this Agreement.

ARTICLE 33 **SEVERABILITY**

If any section, sentence, clause or phrase of this Agreement conflicts with, or is held by a court to be in violation of or contrary to, municipal, state, or federal acts, statutes, ordinances or regulations, such section, sentence, clause or phrase shall be considered void and all other sections of

this Agreement and Letters of Understanding shall remain in full force and effect during the term of this Agreement

ARTICLE 34
NO STRIKE/ NO LOCKOUT

SECTION 1: Union officials, Union members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize or take part in any work stoppage sit-down, stay-in, slow-down, strike, or any curtailment of work at the Employer's facilities.

SECTION 2: If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee, who believes that discharge or other discipline by the Employer concerning him was not justified, shall have recourse to the appropriate grievance procedure.

SECTION 3: If any employee or employees represented by the Union should violate this Article, the Union will take positive measures to effect a prompt resumption of work.

SECTION 4: The Employer agrees that, in consideration for the performance by the Union responsibilities herein defined, there will be no lock-out during the life of this Agreement.

ARTICLE 35
INCLEMENT WEATHER DAYS

SECTION 1: Employees will not be required to report to their work site when their work site is closed due to inclement weather or hazardous conditions. Hazardous conditions or weather may also result in delays in opening work sites. This determination with respect to closure or delay is within the exclusive discretion of the Employer. The Employer will notify local media of all delays or closings, it is the responsibility of the employee to monitor media broadcast to determine the

EXTENSION AGREEMENT

This Extension Agreement is made and entered into by and between Saginaw County Community Action Committee, Inc. (hereafter referred to as the "Employer"), doing business at 2824 Perkins Street, Saginaw, Michigan, and the Service Employees International Union, Local 517M (hereinafter referred to as the "Union").

Whereas, the Employer and the Union are parties to a collective bargaining agreement, dated July 1, 2009, (hereinafter referred to as the "Agreement"), covering Administrative Clerk, Case Manager, Central Intake Specialist, Client Services Technician, Crew Leader, Crew Worker, Custodian, Emergency Services Coordinator, Energy Auditor, Field Enrollment Specialist, Program Technician, Senior Outreach Specialist and Weatherization Outreach Specialist; and

Whereas, the parties wish to extend the Agreement until June 30, 2015.

Now, therefore, the parties hereby agree as follows:


1. The Agreement shall be extended until June 30, 2015, and shall automatically continue in full force and effect thereafter unless terminated by either party by giving written notice as required by Article 37 ("Duration and Termination") of the Agreement
2. After December 1, 2014, the parties agree to re-open the Agreement for the sole purpose of negotiating wages and health insurance only, if a request to re-open the Agreement for this purpose is made by either party. The party seeking to re-open the Agreement to negotiate wages and/or health insurance only must do so in accordance with the provisions of Article 37 of the Agreement.

Saginaw Community Action Committee, Inc.




Feb. 14, 2013

Date


2-20-13

Service Employees International
Union, Local 517M



Feb. 14, 2013

Date



CHANGE to WIN

**MICHIGAN PUBLIC
EMPLOYEES
SEIU LOCAL 517M
www.seiu517m.org**

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Taylor Office (Region 3):
12305 Beech Daly
Taylor, MI 48180
Phone: 734.946.5727

MEMORANDUM OF UNDERSTANDING

This Letter of Understanding is between the Saginaw County Community Action Committee, inc., ("the CAC"), located at 2834 Perkins, Saginaw, Michigan, 48601 and the Service Employees International Union, Local 517M, ("the SEIU ") as it relates during the course of negotiations for the July 2013 – June 30, 2015 collective bargaining agreement, the above named parties agreed to:

1. Accrete the Part-time Elderly Coordinator/Program Coordinator position into the bargaining unit with the starting rate of pay of \$15.00 per hour.
2. Accrete the current Part-time Custodian worker rate of pay to \$9.00 per hour.

Saginaw Community Action Center
Union.

Lillie Williams, Director of CAC

May 10, 2013

Date

Service Employees International

SEIU 517M Labor Relations Specialist

Date



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Saginaw County Community Action Committee, Inc., ("the CAC"), located at 2834 Perkins, Saginaw, Michigan, 48601, and the Service Employees International Union, Local 517M, ("the SEIU"). Both Parties mutually agree that Sections 4 and 5 of Article 14 ("Hours of Work") of the Labor Agreement between the parties shall be deleted and replaced with the following, effective immediately upon execution of this Memorandum of Understanding:

SECTION 4: LUNCH PERIOD. Full-time employees shall be granted an unpaid lunch period for one (1) hour. In addition, full-time employees must take their lunch period between the hours of 11:00 a.m. and 2:00 p.m.

Part-time employees working six (6) or more hours per day shall be granted an unpaid lunch period for thirty (30) minutes. In addition, part-time employees must take their lunch period between the hours of 11:00 a.m. and 3:00 p.m.

All full and part-time employees who leave the premises during the lunch period must punch out and punch back in upon return from lunch.

SECTION 5: REST PERIOD. All full-time employees shall receive two (2) fifteen (15) minute paid rest periods during the shift as scheduled by their supervisor. All part-time employees shall receive one (1) fifteen (15) minute rest period during the shift as scheduled by their supervisor. Employees may not leave the premises during rest periods.

Saginaw Community Action Center

Service Employees International Union

Lillie Williams, Director of CAC

Lillie Williams

Date: 8-14-13

SEIU 517M Labor Relations Specialist

Melanie Green Shetron

Date: 8/14/13

Carlos m Torres
Carlos Torres, Steward/Bargain Member

Date: 8-14-13