

**AGREEMENT**

**between**

**AREA COMMUNITY SERVICES EMPLOYMENT AND TRAINING COUNCIL**

**and**

**LOCAL 517M  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**SUPERVISORY UNIT**

**(2018 - 2020)**

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**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of April, 2018, at Grand Rapids, Michigan, by and between the Area Community Services Employment and Training Council, hereinafter referred to as "ACSET," and the Service Employees International Union, Local 517M, hereinafter referred to as "Union."

## RECOGNITION

**Section 1.1. Collective Bargaining Unit.** ACSET hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for the purpose of collective bargaining with respect to wages, hours and conditions of employment for all employees employed by ACSET in the following described unit:

ALL FULL-TIME AND REGULAR PART-TIME PERMANENT SUPERVISORY EMPLOYEES EMPLOYED BY THE EMPLOYER AT ITS FACILITIES AT 1550 LEONARD NE, GRAND RAPIDS, OR SUCH OTHER FACILITIES AS THE EMPLOYER MAY OCCUPY, BUT EXCLUDING ALL IRREGULAR PART-TIME EMPLOYEES, EMERGENCY EMPLOYEES, PROVISIONAL EMPLOYEES, CONFIDENTIAL EMPLOYEES, PROGRAM PARTICIPANTS, EXECUTIVES, AND ALL OTHER EMPLOYEES.

**Section 1.2. Definitions.** The terms "employee" and "employees" when used in this Agreement refer to and include only those full-time and regular part-time permanent employees who are employed by ACSET in the collective bargaining unit described herein.

(a) For purposes of this Agreement, the following definitions are applicable:

(1) Full-Time Employee: an employee who is working the official workweek on a regular schedule in a permanent ACSET position. For purposes of eligibility for benefits under Section 12.1 (Hospitalization), Section 12.2 (Life Insurance) and Section 12.3 (Dental Insurance), employees normally and regularly assigned to a work schedule of thirty (30) hours or more per week shall be considered full-time.

(2) Regular Part-Time Employee: an employee who is working regularly on a schedule, but who is working less than the full-time schedule.

(3) Provisional Appointment: the assignment of an individual, on a noncompetitive basis, to a position pending the establishment of a register of eligible applicants for that position. Such an appointment shall be terminated when a permanent appointment is made. A provisional appointment shall not exceed twelve (12) months. The individual receiving a provisional appointment shall be certified by the Employer as meeting at least the minimum qualifications established for the class of positions. Except as provided in Subsection (b) of this Section, provisional employees are specifically excluded from the collective bargaining unit described herein.

(4) Emergency Appointment: an emergency appointment may be made when it is necessary to continue essential service in a situation where normal employment procedures are impractical. An emergency appointment may be made on a noncompetitive basis for a period not to exceed six (6) months. Except as provided in Subsection (b) of this Section, emergency employees are specifically excluded from the collective bargaining unit described herein.

(b) Relationship Among Appointments. Each type of appointment is independent of the other types of appointment. No person shall hold more than one type of appointment at any one time, except that a provisional or emergency appointment may be granted to a permanent appointee on leave without that employee having to give up his/her permanent appointment status. If a permanent employee is appointed to a provisional or emergency position, said employee shall not be excluded from the bargaining unit by virtue of the type of that appointment.

**Section 2.1. Union Security/Right to Work.** No current or new employee shall be required as a condition of employment to (1) become or remain a member of the Union, (2) pay any dues, fees, assessments or other charges or expenses of any kind or amount or provide anything of value to the Union, or (3) pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by the Union. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union or executes a dues deduction authorization.

**Section 2.2. Checkoff.**

(a) During the life of this Agreement and to the extent permitted by the law of the applicable jurisdiction, ACSET agrees to deduct on a monthly basis Union membership dues and service fees uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily chooses to join the Union and executes and files with ACSET a proper checkoff authorization form. In addition to any revocation periods provided in the authorization and notwithstanding any language to the contrary, the written authorization for Union dues deduction may be revoked by the employee at any time by providing the Union with ten (10) days' written notice of such revocation. The employee shall provide ACSET a copy of the written revocation notice provided to the Union.

(b) The Union shall make available to employees a checkoff authorization form approved by ACSET with sections for requesting contact information and shall transmit checkoff authorization forms that are executed by employees who voluntarily choose to join the Union to the payroll office of ACSET. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.

(c) Union membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Union dues and assessments shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.

(d) The Union shall notify ACSET, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.

(e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

(f) ACSET shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages. The Union agrees to indemnify and hold ACSET harmless for all claims against ACSET in connection with the checkoff of Union membership dues.

**Section 2.3. Notice Of Representatives.** The Unit President will furnish to the Employer written notice of the names of the Union steward and collective bargaining committee members before these representatives shall be recognized by the Employer.

**Section 2.4. Non-Employee Representatives.** A local or International Representative of the Union may be permitted to visit the operation of the Employer during working hours to talk with the unit president, steward or representatives of the Employer concerning matters covered by this Agreement; provided, however, such visitation shall not interfere with performance of work by bargaining unit employees. A time and place for visits must be arranged by mutual agreement in advance between the Union and the Employer.

**Section 2.5. Representatives.** The Employer agrees to recognize a collective bargaining committee composed of two (2) employees in addition to the Unit President. The function of the committee shall be to meet with management representatives for purposes of collective bargaining negotiations.

The Employer also agrees to recognize two (2) stewards which shall be selected or elected by the Union from the bargaining unit. It shall be the function of the stewards to administer this Agreement in accordance with the grievance procedure established herein. Stewards shall be compensated at their straight time regular rate of pay for all reasonable time lost from their regular work schedule while processing grievances under the grievance procedure.

When it is necessary during working hours for a Union steward to work on a grievance in accordance with the grievance procedure established in this Agreement, such steward shall notify his or her immediate supervisor or division head. The steward shall return to regular duties as promptly as possible and upon returning shall immediately report to his or her supervisor or division head.

When it is necessary during working hours for a steward to go into another employee's work area or office to process a grievance, the steward shall notify the appropriate division head and advise the division head where the steward wishes to go and with whom the steward wishes to meet.



The collective bargaining committee shall be compensated at their straight time regular rate of pay for all reasonable time lost from their regular work schedule if the parties mutually agree to collective bargaining negotiations during the employee's regular work time.

It is expressly understood that if the Union or employees wish to use ACSET facilities for union-related meetings, such use of facilities must be approved in advance by the Chief Executive Officer or his designee. It is further understood that such meetings shall not be held during work time and that attendance at such meetings is not paid time except as otherwise specifically provided in this Agreement.

### **Section 2.6 Notice of Personnel Actions.**

For informational purposes only, the Employer agrees to notify the president of the affected bargaining unit of the following bargaining unit employee personnel actions within the following time limits:

- (a) Layoffs - within one (1) week of notice of layoff to the affected employee;
- (b) Separations – within one (1) week of the separation. The notice will include the reason for the separation.
- (c) New hires - within one (1) week of the new employee's first day of work. The notice will include the new hire's address, phone number, work location, classification, and hourly rate of pay; and
- (d) Changes in job classification - within one (1) week of the effective date of the change.

For informational purposes only, notice of irregular part-time, provisional and emergency appointments shall be provided to the Union within one week of the appointment.

## **RIGHTS OF ACSET**

### **Section 3.1. Reserved Rights.**

(a) ACSET retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment and machines required to provide such service or program; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to have work performed by outside contractors; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved

methods and equipment and outside assistance, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in ACSET and shall not be subject to the grievance procedure established in this Agreement.

(b) ACSET shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to make rules and regulations relating to personnel policies, procedures and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement and as such they shall be subject to the grievance and arbitration procedure to the extent provided herein.

## **GRIEVANCE PROCEDURE**

**Section 4.1. Definition of Grievance.** A grievance is defined as, and limited to, a written complaint by an employee or the Union involving an alleged violation of a specific provision of this Agreement.

The grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of the Agreement involved.

**Section 4.2. Grievance Procedure.** All grievances shall be processed in the following manner:

Step 1. An employee shall register all grievances in writing with the employee's division head. Such grievances shall be submitted within fourteen (14) calendar days from the date the grievant knew or should have known of the alleged violation. A Step 1 meeting regarding the grievance will be held with the grievant, a union representative (if requested by the grievant), the division head and a management representative within 14 calendar days of the filing of the grievance. A Step 1 response by management will be given within 14 calendar days after the meeting.

Step 2. If the employee is not satisfied with the decision of the division head in Step 1, the employee may file an appeal with the Chief Executive Officer or his designee within fourteen (14) calendar days following receipt of the division head's decision. The Chief Executive Officer or his designee shall review the facts of the appeal and issue a written decision within fourteen (14) calendar days following receipt of the appeal. This decision shall be final, unless appealed to arbitration as provided in Section 4.5.

**Section 4.3. Grievance Settlements.** The satisfactory settlement of all grievances shall be reduced to writing in words agreeable to both parties and shall be written on or attached to a copy of the written grievance and signed by the representatives involved. No grievance settlement shall be final

or binding until approved by the Chief Executive Officer or a management designee, whose name(s) shall be supplied to the Unit President.

**Section 4.4. Time Limits.** Grievances not filed or appealed within the designated time period shall be considered settled on the basis of the last determination by management. Grievances not answered by management within the designated time limits may be appealed to the next step, or if at Step 2 to arbitration, within the designated time period from when the answer was due. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

**Section 4.5. Arbitration Request.** The Union may appeal arbitration of any unresolved grievance of an employee by giving written notice to the Employer within thirty (30) calendar days following receipt of the Employer's written answer in Step 2 of the grievance procedure.

**Section 4.6. Selection of Arbitrator.** Upon the filing by the Union of a timely request for arbitration, the parties shall mutually agree upon an arbitrator. If no agreement is reached within seven (7) calendar days, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike names from the panel and the last remaining name shall serve as arbitrator. The Union shall strike the first name from the list.

The cost of the arbitrator and the expenses of the hearing shall be shared equally by ACSET and the Union. However, the parties shall each be responsible for any and all costs and expenses of their own witnesses and representatives.

**Section 4.7. Arbitrator's Jurisdiction.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be wholly governed by the terms of this Agreement and shall have no power or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. It is the intent of the parties that the grievance and arbitration procedure shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the relinquishment of specific rights by ACSET. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No award by the arbitrator shall be retroactive more than five (5) days prior to the time that the grievance was first submitted in writing.

The arbitrator's decision shall be final and binding on the Union, Employer and employee, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, where the arbitrator was guilty of misconduct or where the award is in excess of the arbitrator's authority or inconsistent with applicable law.

**Section 4.8. Arbitration Hearings.** An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one employee, the Union will select one representative employee to attend the hearing. Any employee called as a witness, whether by ACSET or the Union, shall be excused from the hearing after his or her testimony is completed.

**Section 4.9. Exclusive Procedure.** The grievance procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any and all rights to proceed under any formal or informal dispute resolution procedure provided by the U.S. Department of Labor.

## **STRIKES AND ILLEGAL ACTIVITY**

**Section 5.1.** During the term of this Agreement or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against ACSET or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, picketing, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of ACSET or in any conduct which causes or results in such interference.

The Union acknowledges and agrees that the employees covered by this Agreement are supervisors, and that they are expected to carry out their supervisory duties over employees under their supervision notwithstanding the fact that such employees are members of the same Union as the employees covered by this Agreement.

The Union agrees that it will recognize the supervisory status of these employees in its Bylaws. The Union also agrees not to subject the employees to sanctions or penalties under its Constitution for carrying out their supervisory duties. The Union further agrees that it will not interfere in any way with the employee's supervisory duties and responsibilities.

ACSET reserves the sole right to discipline an employee or employees, up to and including discharge, for violating any of the provisions of this section. It is expressly acknowledged that discharge is an appropriate penalty for any violations of this section. Any appeal under the grievance procedure shall be limited to the factual determination of whether the employee or employees did, in fact, engage in any activity prohibited by this section.

## **SENIORITY**

**Section 6.1. Definition.** Seniority is defined as the length of the employee's continuous service with ACSET, or where applicable, GRAETC, GRAMPC, City of Grand Rapids, K/GR CAP, Eight-CAP, and/or Kent-CAP, from the employee's last date of hire, or April 6, 1975, whichever is more recent. The application of seniority shall be limited to the preferences and benefits specifically provided in this Agreement.

**Section 6.2. Loss of Seniority.** Seniority shall be lost under the following conditions:

- (a) By quit or discharge;

(b) If the employee is absent from work for three (3) consecutive working days without properly notifying ACSET. This subsection only refers to failure of an employee to properly notify ACSET and even though such notification is given, the employee is still subject to disciplinary action depending upon the reason for the absence;

(c) Failure to return to work upon recall from a layoff as set forth in the recall procedure;

(d) Failure to return from a leave of absence at the end of the authorized period without providing ACSET an acceptable excuse for the absence;

(e) Laid off for lack of work for more than two (2) years or length of seniority, whichever is less;

(f) Retirement.

**Section 6.3. Seniority Tie-Breaker.** When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by their last names. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

**Section 6.4. Seniority List.** Upon the execution of this Agreement, an up-to-date seniority list shall be presented to the Unit President within five (5) days after the date of execution. In compliance with this provision, it shall be deemed to have been accomplished if ACSET gives the Unit President an updated seniority list upon request.

**Section 6.5. Probationary Employees.**

(a) All employees shall be considered on probation for the first six (6) months after their commencement of work. An employee who is absent from work for a period of time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence.

(b) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without recourse to this Agreement.

(c) Upon satisfactorily completing the probationary period, the employee's name shall appear on the seniority list as of his or her most recent date of hire.

**Section 6.6. Constructive Employment Credit.** In those cases where a provisional or emergency employee becomes qualified, through the selection process, and is given a permanent appointment in the same class, that portion of time already served in ACSET employment may be applied as service in a probationary status. When such permanent appointment in the same class occurs without a break in service, that portion of time already served in ACSET employment shall be

applied to the seniority of that employee upon successful completion of the employee's probationary period.

## **LAYOFF**

**Section 7.1. Layoff and Recall Procedure.** In the event that a reduction in personnel occurs, the Employer agrees to lay off the employee with the least seniority in the classification affected, provided, however, that the remaining senior employees have demonstrated an acceptable level of job performance, and have the experience, ability and training to perform the required work. Further layoffs from the affected classification shall be by the inverse order of seniority, provided, however, that the remaining senior employees have demonstrated an acceptable level of job performance, and have the experience, ability and training to perform the required work. In establishing a level of acceptable or unacceptable job performance, the Employer agrees to use the most current written summary evaluation contained in the employee's personnel file and the period from the date of the last written summary evaluation to the date determining the date of layoff. "Acceptable level of performance" is defined as an evaluation rating of satisfactory (meets requirements) or above in all categories according to the numerical legends of ACSET's employee evaluation system.

Recall to work shall be in reverse order of layoff, provided the employee has the experience, ability and training to perform the required work. Upon recall, an employee must return to his or her former classification.

The Employer, at its discretion, may permit voluntary layoffs, reductions of hours or other measures as alternatives to layoffs as provided above in this Section.

**Section 7.2. Demotion in Lieu of Layoff.** An employee who is to be laid off may elect to be demoted in lieu of layoff in accordance with his or her seniority to a lower paying classification provided that the employee previously held nonprobationary permanent status in that classification and currently has the necessary training and experience to perform the work. In order to exercise this option, an employee must notify the Employer of his or her desire to demote in lieu of layoff within three work days of notice of said layoff. An employee so demoted shall receive the rate of pay of the classification to which he or she has been demoted at the same step as in the prior classification.

**Section 7.3. Notice of Layoff.** Whenever possible, the Employer will give full-time regular employees at least thirty (30) calendar days notice of layoff.

## **EMPLOYEE MOBILITY**

**Section 8.1. Promotions.** Based upon the interest and objectives of ACSET, the Employer may elect to fill open positions on the basis of promotion. Notice of all open bargaining unit positions which the Employer intends to fill shall be posted on the bulletin board for a minimum period of

five (5) workdays. Employees wishing to apply for such openings shall follow the application procedures stated on the posting. The Employer shall then certify eligibility of applicants based upon the currently established requirements of training, experience, skills, knowledge, abilities and other qualifications necessary for entry into the class and such additional information as may be required to be submitted from the applicant.

Selection from the register of eligible promotional applicants shall be at the discretion of ACSET and shall be based upon demonstrated capacity, skill, assessment of potential to perform the work of the class, and seniority.

Promotional appointments shall be permanent and shall be subject to the standard ACSET probationary period.

ACSET reserves the right to fill vacancies from outside sources when, in the Chief Executive Officer's judgment, it is in the best interest of ACSET to do so and it has been determined that no present employee applicant is as qualified to fill the position.

**Section 8.2. Transfers.** The Employer reserves the right to temporarily transfer an employee to another classification for a period of time not to exceed six (6) months. Such time period may be extended by mutual agreement of the parties. In situations of a layoff, employees may be permanently transferred to another classification in lieu of layoff, provided that such transfer is consistent with Section 8.1.

A transfer shall be defined as a change in classification of an ACSET employee on a permanent basis to another class in the same compensation range or on a temporary basis to any classification. Temporary transfers shall not cause a reduction in the temporarily transferred employee's rate of pay.

**Section 8.3. Demotions.** With the approval of the Chief Executive Officer, an employee may be demoted as an alternative to layoff or discharge of the employee. A demotion may be voluntary or involuntary on the part of the employee. To be eligible for demotion to a particular class, the employee must be certified by the Employer as eligible for that class.

**Section 8.4. Temporary Appointments.** Notwithstanding the exclusion of such positions from the bargaining unit, the Employer reserves the right to make provisional appointments, emergency appointments, temporary transfers, and other forms of temporary assignment of duties.

## **LEAVES OF ABSENCE**

**Section 9.1. Sick Leave.** It is agreed that sick leave shall be earned and used in accordance with the following:

(a) Sick leave is that period of time which an employee is authorized by his or her supervisor to be away from the job with pay because of the employee's illness, the employee's

disability, the employee's off-duty injury, or the employee's doctor/dental appointment. Sick leave may also be used for time-off due to illness (requiring care by the employee) of a member of the employee's immediate family.

(b) Sick leave shall be accumulated at the rate of 0.0462 hours of credit for each hour of regular straight time schedule in work, holiday, compensatory time off, administrative leave, vacation or paid sick leave status.

(c) Sick leave accumulated by an employee will be credited for use by the employee when it is accumulated. Upon crediting of time, such time may be taken off in accordance with the terms of this Agreement.

(d) Sick leave may be accumulated from year to year subject to the limitations provided below. Unused accumulated or credited sick leave shall not be converted to cash except in the following circumstances:

1) Permanent employees with two years of continuous service who have in excess of 80 hours of accumulated sick leave as of December 1, 2018, may, at the employee's option, convert that amount in excess of 80 hours to cash, up to a maximum of 200 hours.

Effective January 1, 2019, permanent employees with two years of continuous service who have in excess of 80 hours of accumulated sick leave as of December 1 of each year may, at the employee's option, convert that amount in excess of 80 hours to cash up to a maximum of 80 hours at 50% of pay. This conversion option is available only once per calendar year.

Employees who separate employment prior to December 1 of any year may convert accumulated sick leave in excess of 80 hours as of the date of separation in accordance with the terms herein provided.

2) Notice of an employee's intent to convert sick leave to cash under subsection (1), above, must be received by the Employer no later than December 10 of that year. After that date, no conversion will be allowed under subsection (1) until the following year. These date requirements may be waived in cases of separation from employment where an employee would otherwise be eligible for conversion of sick leave.

3) Accumulated sick leave hours in excess of 240 hours not used by May 31, 2018, will automatically be converted to cash.

Effective January 1, 2019, employees may carry over up to 160 hours of sick leave per calendar year. Accumulated sick leave hours in excess of 160 hours not used by January 1<sup>st</sup> of each year will automatically be converted to cash up to a maximum of 80 hours. Any remaining sick leave hours in excess of 160 hours will not carry over from calendar year to calendar year.



4) All cash conversions under Section 9.1(d) shall be at 50% of the employee's regular straight time hourly rate at the time of conversion, or at \$4.00 an hour, whichever is greater.

5) Once an employee converts sick leave to cash under this provision the conversion cannot be reversed and the sick leave cannot be recredited.

6) Under no other circumstances, e.g., retirement, termination, etc., shall sick leave be converted to cash. Conversion to cash shall be allowed only as specified in this subsection, Section 9.1(d).

(e) Immediate family shall be defined and limited to spouse, child, step-child, grandchild, parent or grandparent. Under special circumstances at the discretion of management the Employer may allow an additional relative to be covered by this provision. It is expressly understood that such expansions of coverage will be limited to special circumstances where, for example, an aunt or uncle has raised the employee. It is expressly understood that the coverage for grandchildren and grandparents shall require documentation of proof of hospitalization or a "serious medical condition" as defined by FMLA.

(f) When an employee is away from the job because of illness or injury under this section more than three (3) consecutive working days or when abuse of sick leave is suspected, the Chief Executive Officer reserves the right to require a medical certificate or other appropriate verification of the reasons for absence under this section.

**Section 9.2. Military Leave.** Employees who are members of the Armed Forces of the United States shall be excused for active duty and/or reserve training in accordance with applicable legal requirements. ACSET shall pay any employee on such leave the difference between the amount received for such training and the employee's regular salary or wage for a period not to exceed ten (10) workdays annually. ACSET reserves the right to require proper documentation of such military duty by the appropriate commanding officer.

**Section 9.3. Leave without Pay.** Upon approval by the Chief Executive Officer, an employee shall be granted a leave of absence without pay for a period of time not to exceed twenty (20) workdays. Request for such leave must be submitted in writing in advance to the Chief Executive Officer. Such employee shall be reinstated in the position held prior to the leave provided the position still exists and the employee returns within twenty (20) workdays.

**Section 9.4. Disability Leave.**

(a) A leave of absence without pay not to exceed one hundred (100) workdays for medical disability shall be granted to any regular employee. For employees who are also eligible for Family and Medical Act (FMLA) leave, time off under this provision shall run concurrently with FMLA leave. Additional time may be granted by the Chief Executive Officer upon presentation of a physician's certificate that additional leave time is necessary.

(b) An employee returning from a disability leave covered by the Family and Medical Leave Act of 1993 (FMLA) shall be reinstated in accordance with the requirements of FMLA. An employee returning from disability leave not covered by FMLA shall be offered reinstatement to his or her former position if it has not been permanently filled. If the former position has been permanently filled, the employee shall be offered a comparable position which is vacant. If no position is available, reinstatement shall not occur until the employee's former position or a comparable one becomes available.

(c) ACSET reserves the right to require a medical certificate or other appropriate verification of the reasons for absence under this Section.

**Section 9.5. Jury Leave.** Permanent employees will be given leave of absence with pay for working time lost up to a maximum of thirty (30) workdays per calendar year when called to serve on jury duty. Such employees will be paid the difference between the amount received for jury duty and the employee's regular salary or wage rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to ACSET all other remuneration received for jury duty during the same period. Any employee called to such duty who is excused from service prior to two o'clock (2:00) p.m. of any workday, shall report to his or her regular ACSET duty for the remainder of that day.

**Section 9.6. Overtime.** All hourly employees shall receive overtime pay for all work performed beyond forty (40) hours in one workweek. All overtime work shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. In lieu thereof, if approved in advance by the Employer, an employee may accrue compensatory time off to be used at a later date at the same rate applicable as if it were paid, provided, however, that no employee will be allowed to accumulate more than two hundred and forty (240) hours of compensatory time. An employee may take compensatory time off when, in the judgment of the Employer, such time off would not unduly disrupt the operation of the agency.

All overtime work must be approved by the employee's division head prior to engaging in overtime. There shall be no pyramiding of overtime.

**Section 9.7. Administrative Leave.** Salaried employees may receive administrative leave with pay for work performed and properly recorded beyond the normal forty (40) hour workweek subject to the following conditions:

(a) All overtime work must be approved in advance by the employee's supervisor in order to be credited toward administrative leave.

(b) Such leave must be authorized by the employee's supervisor in advance.

(c) Administrative leave shall be granted on an hour-for-hour basis for time worked in excess of forty (40) hours in one (1) workweek.

(d) For purposes of accruing administrative leave, authorized paid leave time, i.e., holiday compensatory time off, administrative leave, vacation or paid sick leave status, shall be considered time worked.

(e) To receive accrued administrative leave upon separation from employment, an employee must give two weeks written notice to the Chief Executive Officer.

**Section 9.8. Funeral Leave.**

(a) If a death occurs among members of an employee's immediate family, the employee shall be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death through the day after the funeral, but not more than three (3) days. All funeral leave is subject to production of documentation establishing the employee's eligibility for such leave. Use of paid funeral leave in excess of six days in a calendar year will be at the discretion of the Chief Executive Officer.

Immediate family shall be defined as: spouse/partner, child, parent/step-parent, sister/step-sister, brother/step-brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or step-child. Under special circumstances at the sole discretion of management the Employer may allow an additional individual to be covered by this provision. It is expressly understood that such expansions of coverage will be limited to special circumstances where, for example, an aunt or uncle has raised the employee.

(b) In cases of a death of the employee's aunt or uncle, the employee shall be excused from work to attend the funeral without loss of pay for a period of time not to exceed eight (8) hours.

**Section 9.9. Family and Medical Leave Act.** To the extent required under applicable law, according to the federal Family and Medical Leave Act (FMLA), an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by the law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Employer may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the Employer FMLA policy currently in effect will be applied for employees covered under this Agreement.

**VACATION**

**Section 10.1. Vacation.** Permanent employees of ACSET shall accumulate vacation leave for each hour of regular straight time schedule in work, vacation, compensatory time off, administrative leave, holiday, or paid sick leave status at the rates provided below based upon the length of the employee's continuous service with ACSET or, where applicable, GRAETC, GRAMPC, City of Grand Rapids, K/GR CAP, Eight-CAP and/or Kent-CAP from the employee's last date of hire or April 6, 1975, whichever is more recent. No rate changes shall be applied retroactively.

<u>Continuous Service</u>	<u>Hours of Vacation Accumulated</u>
Less than two (2) years	0.0385
During the 3rd year	0.0423
4th year	0.0462
5th year	0.0500
6th year	0.0538
7th year	0.0577
8th year	0.0615
9th year	0.0654
10th year	0.0692
11th year	0.0731
12th year and above	0.0769

New employees in their first 6 months of employment may borrow up to 3 days of vacation prior to earning the vacation time and the time will be deducted from vacation time when earned.

**Section 10.2. Vacation Use.** Vacation time accumulated by an employee will be credited for use by the employee when it is accumulated. Upon crediting of time, such time may be taken off in accordance with the terms of this Agreement.

Vacation time may be accumulated from year to year subject to the limitations provided below. Vacation use shall be limited to a maximum of twenty (20) workdays at any one time. Although ACSET reserves the right to schedule vacations, ACSET will attempt to schedule vacations with due regard for seniority, employee preference, and needs of the service, as determined by management.

In lieu of unused credited vacation, a cash payment will be made to an employee only under the following three conditions:

- (a) For the remainder of 2018, permanent employees who have in excess of 80 hours of accumulated vacation leave may, at the employee's option, convert that amount in excess of 80 hours to cash, up to a maximum of 160 hours.

Effective January 1, 2019, permanent employees who have in excess of 80 hours of accumulated vacation leave may, at the employee's option, convert that amount in excess of 80 hours to cash up to a maximum of 40 hours per calendar year at 100% of pay.

Once an employee converts vacation leave to cash under this provision the conversion cannot be reversed and the vacation leave cannot be recredited.

- (b) Upon separation from employment, a payment shall be made for accrued and credited vacation time not to exceed the greater of two

hundred (200) hours or the equivalent of twenty (20) hours for each year of seniority as defined in Section 6.1.

- (c) Accumulated vacation hours in excess of 240 hours not used by May 31, 2018, will automatically be converted to cash.

Effective January 1, 2019, employees may carry over up to 160 hours of vacation per calendar year. Vacation hours in excess of 160 hours not used by January 1st of each year will automatically be converted to cash up to a maximum of 40 hours. Any remaining vacation leave hours in excess of 160 hours will not carry over from calendar year to calendar year.

**Section 10.3. Vacation Pay.** Employees whose regular and normal schedule is forty (40) hours per week will be paid for vacation time off on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate of pay at the time he or she takes vacation time off. Employees whose regular and normal schedule is less than forty (40) hours per week shall receive pro-rated vacation pay based upon their regular and normal schedule.

**Section 10.4. Continuous Service.** Continuous service is defined as that time actually spent on the active payroll of ACSET, or where applicable, GRAETC, GRAMPC, City of Grand Rapids, K/GR CAP, Eight-CAP and/or Kent-CAP from the employee's last date of hire or April 6, 1975, whichever is more recent, in work, holiday, compensatory time off, administrative leave, vacation or paid sick leave status without interruption by termination, resignation or discharge. The length of the employee's continuous service under this section shall not be reduced by time away from work while on an approved leave of absence so long as that leave of absence does not exceed twenty (20) workdays.

## **HOLIDAYS**

**Section 11.1 Holidays.** An employee shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Full day after Thanksgiving Day
Memorial Day	Full day December 24th
Independence Day	Christmas Day
Labor Day	Full day New Year's Eve

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government, unless specified otherwise.

Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday.

In addition to the above holidays, each employee shall receive two additional floating holiday with pay per calendar year. Such floating holidays may not be accumulated from year to year. Although ACSET will make every effort to allow floating holiday time off when requested by the employee, it reserves the right to deny requests for time off based on the needs of the organization, as determined by management.

**Section 11.2. Holiday Eligibility.** An employee, to be eligible for a holiday with pay, must be an employee on the day of the holiday or substitute holiday and must have worked or been on paid leave (vacation, compensatory time off, administrative leave or sick leave) on his or her entire scheduled workday immediately preceding and immediately following the holiday or substitute holiday.

Each eligible employee shall receive up to eight (8) hours' pay at his or her regular rate (as of the holiday) for holidays not worked. Holiday pay will be pro-rated according to the number of hours that the employee is normally and regularly scheduled.

**Section 11.3. Holiday Work.** Except as set forth in Section 11.4, hourly employees who are directed to work on a holiday recognized by this Agreement will be compensated either in pay or compensatory time off, at the discretion of the employee, at a rate of one and one-half (1-1/2) times the number of hours worked on the holiday.

(a) Any pay for work on a holiday shall be based on the employee's rate of pay as of the date of the holiday worked.

(b) Compensatory time off for holiday work shall be used as soon thereafter as possible. However, if the employee is unable to take such time off, due to work schedule, within six months of the holiday on which work is performed, he or she shall be paid for the holiday work as provided above.

**Section 11.4. Substitution for Paid Religious Holidays.** Employees will be permitted to substitute religious holidays or other days with religious significance to the employee for December 24 and/or Christmas Day on the basis of one substituted day for one of the two holidays specified above.

The employee shall request such substitution from his or her supervisor at least one month in advance of the alternate day of observance or the date for which a substitution is requested, whichever comes first.

Employees who make such substitutions shall not receive any form of holiday premium pay or credits for work performed on either the alternate holiday or the date for which it is substituted. The holiday for which a substitution is made shall be considered a regular workday for employees making a substitution unless directed or authorized otherwise by the Chief Executive Officer.

## INSURANCE

**Section 12.1. Health Insurance.** ACSET shall provide to all regular full-time permanent employees health insurance coverage pursuant to the plan set forth below in accordance with the plan documents, or substantially equivalent coverage as determined by ACSET. Selection of the health insurance carriers shall be at the sole discretion of ACSET. Each full-time employee's contribution to the cost of health insurance shall be twenty percent (20%) of the cost of the premium, including riders. The remainder of the premiums for full-time employees and their dependent(s) shall be paid by ACSET. Said health insurance coverage, including riders, shall be provided to all regular part-time permanent employees on a shared-cost basis, with fifty percent (50%) of the premium for the employee and his or her dependents paid by ACSET and fifty percent (50%) of said premium paid by the employee.

The available health insurance plan options are as follows:

1. Blue Care Network, Basic Plan

An employee whose spouse is insured with health insurance coverage through separate employment may elect to opt out of ACSET health insurance coverage and be reimbursed on a biweekly basis fifty percent (50%) of the lowest single rate health insurance premium for ACSET employees, provided that written proof of adequate alternate coverage is provided to the Employer.

**Section 12.2. Life Insurance.** ACSET shall provide all regular full-time permanent employees with term life insurance coverage with accidental death benefits with a stated face value of \$50,000, subject to the terms and conditions of the plan documents. Selection of the life insurance carrier shall be at the sole discretion of ACSET. Premiums for the employee shall be fully paid by ACSET.

**Section 12.3. Dental Insurance.** ACSET shall continue to provide dental insurance comparable to the current Delta Dental PPO (Point of Service) plan below in accordance with the plan documents as follows:

(a) ACSET shall pay ninety-five percent (95%) of the dental insurance premiums (or the equivalent amount if the program is self-insured) for all regular full-time permanent employees. Each full-time employee's contribution shall be five percent (5%) of the cost of the premium. Such dental insurance shall be provided to all regular part-time permanent employees on a shared-cost basis, with fifty percent (50%) of the premium paid by ACSET and fifty percent (50%) of said premium paid by the employee.

(b) ACSET retains the right to institute this dental plan by means of self-insurance, self-insurance with an administrator, or an outside insurance carrier.

**Section 12.4. Flexible Spending Account.** Subject to verification of acceptable administrative fees, ACSET will establish a Section 125 flexible spending account for use by each employee. The employer will only pay for the monthly administrative fees.

**Section 12.5. Short Term Disability Insurance.** ACSET shall provide to all regular full-time permanent employees short term disability insurance coverage in accordance with the plan documents, or substantially equivalent coverage as determined by ACSET, with plan features including benefit elimination period, wage replacement and maximum length of benefits based on current industry standards. Selection of the short term disability insurance carrier shall be at the sole discretion of ACSET. ACSET will notify the Union in advance, if possible, of any change in the plan. Premiums for the employees shall be fully paid by ACSET.

## **WAGES**

**Section 13.1. Classifications and Rates.** ACSET shall determine the classification and salary range for each employee or any classifications established during the term of this Agreement. ACSET shall notify the appropriate unit president of the establishment of new bargaining unit classifications. The compensation ranges and their respective classifications are attached as Appendix A and incorporated herein as part of this Agreement. These rates are the straight-time regular rates of pay for the respective classes.

Each range is composed of steps: Step 1 is the hiring minimum for the class and Step 2 is the minimum rate of pay for nonprobationary employees in the class. Movement by employees to Steps 3 and above is only upon recommendation of the employee's division head in accordance with the results of the employee's annual summary performance evaluation.

**Section 13.2. Hiring Rate.** New hires may be started at any step within the established pay range as determined appropriate by the Chief Executive Officer due to qualifications, ability, special skills and/or experience. Such appointment shall be subject to the standard probationary period.

**Section 13.3 – Top of Scale Pay.** Employees who have been at Step 10 of their pay range for the time periods specified below shall be eligible for a lump sum payment, to be paid the first payroll on or after November 1 as follows:

- 1 and 2 years – 2%
- 3 and 4 years – 3%
- 5 years or more – 4%

Payments are subject to current requirements for moving to a higher step in a pay range. Further, at the employee's option and subject to IRS rules, payments may be paid to the employee's retirement account.



## RETIREMENT

**Section 14.1. Deferred Compensation Plan.** ACSET will provide a deferred compensation plan. ACSET will contribute to the plan on behalf of eligible full-time and regular part-time employees an amount equal to 3% of wages paid to the employee. ACSET will match an employee's voluntary contribution up to a maximum of an additional 3% of wages paid to an employee. Continuation of this plan is subject to the availability of a plan meeting the terms described herein or substantially equivalent as determined by ACSET and the approval of the plan by any necessary governmental or regulatory agencies. Eligibility for and administration of the plan shall be controlled by the plan documents and applicable legal requirements. Selection of the plan and the administrator of the plan shall be at the sole discretion of ACSET.

## MISCELLANEOUS

### **Section 15.1. Bulletin Boards.**

(a) The Employer shall provide bulletin board space on an existing bulletin board, subject to any applicable lease restrictions at each of the following locations:

- (1) 1550 Leonard NE
- (2) Sheldon Complex
- (3) North East Complex
- (4) West Side Complex
- (5) Any new location used instead of or in addition to the above-listed locations.

(b) Designated representatives of the Union may post on the bulletin board space provided notices of the following type:

- (1) Meetings
- (2) Elections and results
- (3) Recreational and social events
- (4) Other material approved by the Employer prior to posting.

No notice shall be posted which is not signed and approved by the Unit President or a designee whose name is on file with the Employer.

**Section 15.2. Work Assignments.** The Union acknowledges that all work performed is the work of ACSET and that no bargaining unit employee or group of employees has the sole right to perform any specific duties or work to the exclusion of any other bargaining unit employees or any nonbargaining unit employees.

**Section 15.3. Work Rules.** The Employer reserves the right to establish reasonable rules and regulations which it shall deem proper to govern the conduct of its employees.

**Section 15.4. Changes In Personal Information.** The Employer shall be informed by an employee of any change relevant to the employee's ACSET employment, such as name, address, social security number, telephone number, number of dependents, status of health, if it would affect work performance, or other employment-related information requested by management. The employee may also wish to inform the Employer of any change in status of skills, knowledge, or ability (e.g., the attainment of a degree).

**Section 15.5 Tuition Reimbursement.** Permanent employees currently employed by ACSET shall receive reimbursement upon satisfactory completion for the cost of tuition incurred in taking a course while employed by ACSET which meets the following conditions:

(a) Prior approval before starting the course must be received from the Employer.

(b) The course must be of such a nature that it benefits ACSET and is related to the duties of the employee's current position or future position which the employee may be expected to hold within ACSET. Determinations of benefits to ACSET and job relatedness shall be at the sole discretion of ACSET.

(c) Evidence of satisfactory completion of the course and a receipt for the cost of tuition must be presented to the Employer within thirty (30) calendar days of completion of the course. If the employee leaves the employ of ACSET for any reason while participating in a course subject to reimbursement under this section, the employee shall forfeit all rights to reimbursement of tuition costs.

(d) Courses will be taken on the employee's own time unless specifically authorized by the Chief Executive Officer.

(e) Employees shall be limited to a maximum of three thousand dollars (\$3000.00) of tuition reimbursement per year pursuant to this Section. For purposes of this Section, a year shall be on a July-to-July basis.

**Section 15.6. Captions.** The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

**Section 15.7. Separability.** In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

It is further provided that in the event any provisions are so invalidated, this contract shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions only.

**Section 15.8. Intent and Waiver.** It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 15.9. Disciplinary Procedure.** The Employer agrees that discipline shall be given upon the standard of just cause.

**Section 15.10. Employee Parking.** The Employer shall provide free parking at the work site for all employees, except at those locations where free parking is not available at the work site. At those locations, the Employer will reimburse employees for the monthly cost of parking at the work site or pay the cash equivalent of the monthly parking fee at the site to those employees unable to obtain parking at the work site.

**Section 15.11. Employee Lounges.** The Employer shall make available employee lounges at all sites where feasible.

**Section 15.12. Accommodations.** The terms of this Agreement shall be applied in a manner which is consistent with the Americans with Disabilities Act (ADA) and the Michigan Persons with Disabilities Civil Rights Act (MPDCRA).

**Section 15.13. Fiscal Accountability Act.** This Agreement may be rejected, modified, or terminated by an emergency manager pursuant to the Local Financial Stability and Choice Act, 2012 PA 436.

**TERMINATION**

**Section 16.1. Duration.** This Agreement shall remain in full force and effect until September 30, 2020, at midnight. The Union shall supply and serve upon the Employer the notices required under the Public Employment Relations Act prior to the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**AREA COMMUNITY SERVICES  
EMPLOYMENT AND TRAINING  
COUNCIL**

**SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 517M**

\_\_\_\_\_  
ACSET Chairperson

\_\_\_\_\_

\_\_\_\_\_  
ACSET Vice-Chairperson

\_\_\_\_\_

\_\_\_\_\_  
ACSET Board Member

\_\_\_\_\_

\_\_\_\_\_  
ACSET Chief Executive Officer

\_\_\_\_\_

**APPENDIX A**

**EMPLOYEE COMPENSATION SCHEDULE -- HOURLY RATES  
April 23, 2018 through September 30, 2020**

**1            2            3            4            5            6            7            8            9            10**

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**Salaried\***

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Accounting Supervisor	\$20.238	\$21.011	\$21.812	\$22.647	\$23.511	\$24.410	\$25.341	\$26.309	\$27.314	\$28.352
Project Supervisor										

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