

# STATE OF MICHIGAN OFFICE WORKERS SUPPLEMENTAL AGREEMENT

For the Period of April 1, 2018 to ~~March 31, 2018~~ June 30, 2023

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Deleted language is ~~struck through~~.

**PREAMBLE**

*\*CONTRACT DATES UPDATED – REFER TO NATIONAL AGREEMENT\**

**ARTICLE 40.**

NO CHANGE

**ARTICLE 41.**

NO CHANGE

**ARTICLE 42.**

NO CHANGE

**ARTICLE 43.**

NO CHANGE

**ARTICLE 44.**

NO CHANGE

**ARTICLE 45.**

Subject to the provisions of Article 8 of the Master Agreement, the Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Local Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is proven dishonesty or drunkenness which may be verified by an alcohol or drug test. Refusal to take an alcohol or drug test shall establish a presumption of drunkenness. Extension of a coffee break or lunch period for a minimal amount of time shall not be considered dishonesty, per se, and will require at least one (1) warning notice prior to suspension or discharge. Prior warning notice is not required if the cause of discharge is drug intoxication

as provided in Article 35, Section 3(a), of the Master Agreement; the possession of controlled substances and/or drugs either while on duty or on company property; unprovoked physical assault on a company supervisor while on duty or on company property; that an employee has intentionally committed malicious damage to the Employer's equipment or property; sexual harassment-ability of employer to take employee out of service immediately for proven sexual harassment.

Warning letters must be **presented to the employee, emailed to the union and all discipline must be postmarked no later than ten (10) days following the Employer's knowledge of the violation, except in those cases where a letter of investigation was issued within such ten (10) day period for an accident. Letters of investigation shall be valid for forty (40) calendar days from the date of the accident.**

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. **Warning letters will be considered as automatically protested.** The nine (9) month time period shall apply uniformly throughout the Supplemental Area. Habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedures outlined herein.

Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should an investigation prove that an injustice has been done an employee, he/she shall be reinstated. The Committees established by the Supplemental Agreement and the Master Agreement shall have the authority to order full, partial or no

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compensation for time lost. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from date of discharge, suspension or warning notice.

If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided for in Article 46 Section 2, of this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted for each state, but must be approved by the Joint State Committee for such state and by the Joint Area Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Back pay on any grievance decision and/or settlement of a suspended and/or discharged employee will be paid no later than fifteen (15) days from the date of the decision or settlement.

### ARTICLE 46.

*\*SEE: ARTICLES 7 AND 8 OF ABF NMFA\**  
NO CHANGE

### ARTICLE 47.

NO CHANGE

### ARTICLE 48.

NO CHANGE

### ARTICLE 49.

NO CHANGE

### ARTICLE 50.

NO CHANGE

### ARTICLE 51.

NO CHANGE

### ARTICLE 52.

NO CHANGE

### ARTICLE 53.

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral and shall include the day after the funeral, provided the employee's trip home from the funeral is in excess of three hundred fifty (350) miles, and such day after the funeral would otherwise have been a compensable workday for the employee.

1. To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend, the funeral, **burial, cremation, or other memorial services including but not limited to a later scheduled celebration of life remembrance.** Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide layoff, sick leave, holiday, worker's compensation, or jury duty.

2. The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

3. In the event of a death of an employee's current Mother-in-law, ~~or~~ Father-in-law **or Grandparent and Grandchild**, the employee will be compensated one (1) day's pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding Funeral Leave shall apply to this provision.

### ARTICLE 54.

*\*SEE: NATIONAL AGREEMENT\**

### ARTICLE 55.

*\*SEE: NATIONAL AGREEMENT\**

*Other Modifications:*

**In the case of an employee whose illness or off-the-job injury triggers the full weekly contribution(s) as described above but does not trigger a full week contribution at the onset of the absence (the employee only works one or two days in the week the illness or off the job injury occurs), if notified of the shortage, the employer will first apply eligible paid time off to meet the three (3) punch requirement and if the employee does not have sufficient paid time off will make a full weekly contribution for the week but shall not exceed the four (4) week period of contributions for the total illness/injury. This does not change the three-punch contribution trigger currently required.**

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**ARTICLE 56.**

*\*SEE: NATIONAL AGREEMENT\**

**ARTICLE 57.**

Section 1.  
*NO CHANGE*

Section 2.  
*NO CHANGE*

Section 3.  
**An employee may elect to accept** ~~All vacation earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation~~ **time off for any and all vacation earned.** ~~except, however, a~~ Any employee who has quit, retired, been discharged, or laid off before he has worked his sixty percent (60%), shall be entitled to the vacation pay earned on a pro rata basis provided he has worked his first (1st) full year. ~~If mutually agreed to between the employee and employer, the employee will have the option to receive compensation for any earned vacation he is eligible for over three (3) weeks.~~

Any employee who fails to take any day or week of earned vacation within the twelve (12) month period subsequent to the end of the anniversary year in which such vacation was earned shall have forfeited entitlement to that day or week of vacation time off and/or pay, and further, any advance payment for vacation not taken by the deadline provided herein may be deducted by the employer from the employee's check.

Section 4.  
*NO CHANGE*

Section 5.  
*NO CHANGE*

Section 6.  
The employer must allow a minimum of twelve percent (12%) of the active employees to be on vacation each day of the year. Each employee may split ~~two (2)~~ **three (3)** weeks of their earned vacation into a maximum of ~~ten (10)~~ **fifteen (15)** calendar days. The employee must give a

minimum of forty-eight (48) hours' notice to the company in order to utilize this provision. When the employee takes the first day of such vacation one day at a time, he will be paid for a full weeks' vacation, except however if the employee makes a written request at the time of scheduling such one-day vacation he will be paid for such days with his check for the week in which the vacation day(s) fall, and such day(s) shall be included in the computation of the above mentioned twelve percent (12%). There will be a maximum of twelve percent (12%) of the active employees allowed off on any day including any alternate day selected by an employee.

Full week vacations have preference over single day vacations during the sign-up period agreed to by each Local Union. Any changes granted after the sign-up period will be on a first come, first serve basis.

Section 7.  
*NO CHANGE*

Section 8.  
*NO CHANGE*

**ARTICLE 58.**  
*\*SEE NATIONAL AGREEMENT\**

**ARTICLE 59.**  
*NO CHANGE*

**ARTICLE 60.**  
*\*SEE: NATIONAL AGREEMENT\**

**ARTICLE 61.**  
*NO CHANGE*

**ARTICLE 62.**  
*NO CHANGE*

**ARTICLE 63.**  
*NO CHANGE*

**ARTICLE 64.**  
NEW TERMINATION DATE: **JUNE 30, 2028**