

Tentative Agreements on non-economic issues As of 12/20/18

Between

**COMPASS GROUP NORTH AMERICA, TOUCHPOINT SERVICES
DIVISION**

-and-

OPEIULOCAL 459, AFL-CIO

-for-

**ST. JOHN OAKLAND, ST. JOHN MACOMB AND ST. JOHN
MOROSS HOSPITALS**

**Language being deleted is ~~crossed out~~
Language being added is **highlighted****

AGREEMENT

This Agreement is entered into by and between Compass Group North America, Touchpoint Support Services Division, located at 5801 Peachtree Dunwoody Road, Atlanta, GA (hereinafter referred to as "Employer"); and Office and Professional Employees International Union Local 459, OPEIU, AFL-CIO (hereinafter referred to as "Union").

ARTICLE 1 PURPOSE AND INTENT

No changes

ARTICLE 2 RECOGNITION

Section 1. The Employer recognizes the Union pursuant to Section 9(a) of the National Labor Relations Act as the sole collective bargaining agent for all full, regular part-time and contingent associates employed in the classifications food service workers, cashiers, food service support workers, food service utility workers, cooks, cook helpers, grill cooks, food unit leads, food service storeroom/delivery workers, housekeepers, and environmental support service-utility employees at or out of:

- St. John Macomb-Oakland Hospital-Oakland Center ("SJMOH-OC") 27351 Dequindre, Madison Heights, MI 48071 (or at any other address to which SJMOH-OC is relocated)
- St. John Macomb-Oakland Hospital-Macomb Center ("SJMOH-MC") 11800 E. 12 Mile Rd. Warren, MI 48093 (or at any other address to which SJMOH-MC is relocated)
- St. John Main Hospital ("SJH-MAIN") 22101 Moross Road, Detroit, MI 48236 (or at any other address to which SJH-MAIN is relocated) but excluding all office clerical employees, managers, and guards and supervisors as defined in the Act, and all other employees.

Section 2. For the purpose of this Agreement, full-time associates are regularly scheduled to work **60** ~~64~~ - 80 hours per pay period and part-time and contingent associates are regularly scheduled to work 32 hours per pay period, or more, but less than **60** ~~64~~.

- a. All hours worked by contingents shall be considered as scheduled hours for purposes of this Section. It is understood that the Employer can hire persons for vacation relief and leave of absence periods without violating this Article. Employment year is defined as the twelve-month period following the start date in the current job classification. Contingent associates working in excess of 832 hours in their employment year will be placed in benefit eligible positions.
- b. All hours worked by part-time associates shall be considered as scheduled hours

for purposes of this Section.

c. The number of hours worked by each contingent shall be supplied to the union monthly.

Section 3. Associates covered by this Agreement may use the Office and Professional Employees International Union/Local 459, AFL-CIO Union Label on all external Employer letterhead correspondence, memos and bulletins they have typed. Each label shall include the associate's initials. Example: ab/opeciu459afl-cio. The Union will not send any correspondence or communications regarding Union business on Employer stationary.

ARTICLE 3 SUCCESSORS AND ASSIGNS

No changes

ARTICLE 4 CHECK OFF

Section 1. The Employer will deduct from the pay of each associate covered by this Agreement all current and uniform Union membership dues and initiation fees, if any, provided that at the time of such deduction there is, in the possession of the Employer, a current written assignment, executed by the associate, in the form and according to the terms of a valid authorization form (Voluntary Authorization For Deduction Of Union Dues Form). The Employer shall provide such a form to each associate entering the bargaining unit.

- a. The Employer will deduct from the pay of associates in any month only the Union membership dues becoming due and payable in the next succeeding month but only for amounts accrued while that associate was employed by the Employer.
- b. All sums deducted by the Employer shall be remitted to the Union at an address certified in writing by the Secretary Treasurer of Local 459, if possible not later than the last day of the calendar month for which such deductions are made.
- c. The employer shall provide a list on a monthly basis showing how much dues were deducted, by person and by pay period.

Section 2. In the event a refund is due any individual for any sums deducted from wages and paid to the Union, it shall be the responsibility of such individual to obtain the appropriate refund from the Union.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 4. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deduction made; and if for any reasons the Employer fails to make a deduction for any associate as above provided, it shall make that deduction from the associate's next pay in which such deduction is normally deducted after the error has been called to its attention by the associate or the Union.

ARTICLE 5 MANAGEMENT RIGHTS

No changes

ARTICLE 6 REPRESENTATION

Section 1. For purposes of collective bargaining for this Agreement and for renewal agreements, the Union may be represented by not more than 11 seniority associates 1 for each shift for Oakland and Macomb, 2 for 1st shift Moross, 2 for 2nd shift Moross and 1 for 3rd shift Moross (not including non-associate representatives) 9 seniority associates; 2 from each department (i.e. Food and Nutrition and Environmental Services) from each of the 3 locations plus one Chief Steward from each of the 3 locations.

~~**Section 2.** For purposes of representation of associates and the processing of grievances through the grievance procedure provided for in this Agreement, the associates shall be divided into 2 separate groupings by departments. Each group shall be represented by not more than 1 steward and 1 alternate from each of the 3 locations. In addition, there will be 1 Chief Steward from each of the 3 locations. The Union may appoint one of the Group Stewards identified in this Section as "Acting Chief Steward" who shall only act in the absence of the designated Chief Steward. The Employer will only recognize a person as Acting Chief Steward who has been designated in writing to the Employer.~~

Section 3. The names of the stewards, alternate stewards and collective bargaining representatives shall be certified to the Employer by the Union, in writing, and the Employer shall not be obligated to meet with persons other than those certified by the Union to the Employer.

Section 4. In grievance procedure meetings under the procedure provided for in this Agreement, a Grievant may be represented by a steward or the Chief Steward as determined by the Union.

Section 5.

- a. The Employer will, putting patient care first, grant necessary and reasonable time

off not to exceed 4½ hours per month per steward, and not more than 2 hours per month per alternate during scheduled working hours to be present for direct participation in grievance adjustment. Stewards and/or alternates may receive an extension of hours upon recommendation of the President of Local 459 and approval by the Employer. The steward shall project the amount of time needed, and allow at least ½ hour advance notice to the supervisor for coverage arrangements. The supervisor may deny the steward's request: 1) if the steward has exceeded the steward's 4½ hours per month; 2) the steward's department is understaffed due to call-ins, leaves of absence or other reasons, and the absence of the steward would result in the inability to properly service patients; 3) when the steward does not provide evidence of grievance adjustment or the need to be present. The steward must receive permission to leave such steward's workstation and notify the supervisor upon return from grievance adjustment meetings. Associate questions, problems or other miscellaneous matters not directly involved with grievance adjustment must be arranged between the steward and associate for discussion during break periods or before or after regular working hours.

- b. The Chief Steward may have time off not to exceed 10 hours per month for Union activities. The Chief Steward must notify such steward's Manager as early as possible, but at least ½ hour in advance of conducting Union business. The Chief Steward may handle any grievance in any of the 2 designated areas provided the steward or alternate for that area are unavailable. In cases of discharge or suspension, the Chief Steward may handle the grievance at Step I of the grievance procedure. The Chief Steward may represent any Grievant. The Chief Steward may receive an extension of hours for Union use if approved by the Service Representative of the Union and the Employer's Manager of Labor Relations.

Section 6. The Employer will provide the Union with a mailbox at each location. All documents regarding discipline, including Employer grievance procedure answers, shall be considered served on the Union upon service via fax or email. The Employer agrees to provide copies of all written discipline of bargaining unit members to the Union through the designated mailbox, and via fax or email.

ARTICLE 7 GRIEVANCES

Section 1. A grievance under this Agreement is a written dispute, claim or complaint

- a. Signed by the Union Steward;
- b. Arising under and during the term of this Agreement;
- c. Setting forth the following information:
 - (1) Date of occurrence of each alleged violation and;
 - (2) Manner of alleged violation (including the name, if applicable, of the

- management representative who allegedly violated the Agreement);
(3) Listing the section(s) of this collective bargaining agreement that the associate(s) signing the grievance allege the Employer violated.

d. Filed by either the Union, or the Employer

The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within 14 calendar days after occurrence of the circumstances giving rise to the grievance; otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 2. Grievances shall be processed one step to the next within the time limit prescribed in each of the steps. Workdays, for purposes of this Article, shall be Monday through Friday, excluding holidays observed in this Agreement. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, may be referred to in the next step in the grievance procedure by the Union. Any grievance not carried to the next step by the Union within the prescribed time limits may be referred to, in the next step of the grievance procedure by the employer.

Section 3. The following shall be the grievance procedure if a complaint is not satisfactorily settled orally between an associate and their supervisor; any satisfactory resolution shall be confirmed in writing signed by the associate's immediate supervisor; if such discussion does not resolve the problem, then a Union Steward may file a formal written grievance.

Section 4. Time frames under this Article may be extended by written agreement of both parties.

STEP 1: Within 7 working days after receipt of the written grievance the supervisor/manager shall meet with the Union Steward and the associate to discuss the grievance. A written response from the supervisor/manager shall be delivered to the union within the same 7 working days. For purposes of this section, "delivery" occurs upon deposit in the union mailbox provided by the employer.

Associates without a supervisor/clinical manager between them and the Department Manager may start at Step 2.

STEP 2: Within 7 working days after receipt of the Step 1 written answer, the matter may be appealed to the Department Manager or designee shall meet with the Union's Representative and the associate. Following this meeting a written answer shall be delivered within 7 working days.

STEP 3: Within 10 working days after receipt of the Step 2 written grievance, the

matter may be appealed to the Regional Manager or designee, who shall meet with the Union's Service Representative and the associate within 10 working days from the date of the appeal, and, if requested by either party, with the Department Manager. A written answer shall be delivered within 10 working days following the Step 2 meeting. If the answer is not satisfactory, the Union may request arbitration as set forth in Article 8 of this Agreement.

Section 5. Grievances resolved at any step of the grievance procedure shall be final and binding on the Employer, and the Union.

Section 6. All claims for back wages shall be limited to the amount of wages that the associate would otherwise have earned at the time the grievance was filed, less any unemployment compensation not specifically required to be returned by the State.

Section 7. Multiple grievances will be subject to a single arbitration proceeding, whenever agreed to by both the Union and the Employer.

Section 8. Grievances of terminations may be advanced immediately to Step 3.

ARTICLE 8 ARBITRATION

Section 1. Either party may request arbitration of any unsettled grievance. The party desiring arbitration must notify the other party by filing a Notice of Intent to arbitrate within thirty (30) calendar days of when the written disposition was given under Step Three. If neither party fails to serve written notice, the grievance is settled on the basis of the written disposition made in Step Three of the grievance procedure.

Upon receipt of notice to arbitrate, the parties shall select an arbitrator from the following list, in order from first to last. Once the list has been exhausted, the parties shall start over from first to last and so on. ~~attempt to agree on an arbitrator. If after the above, the parties are unable to agree upon an arbitrator, the parties shall select the arbitrator by the grieving party requesting a panel of 7 arbitrators from to the Federal Mediation and Conciliation Service (FMCS) and by alternatively striking names until only 1 remains, which shall be the arbitrator assigned to the arbitration. The party winning a coin toss shall have the option of striking the first name.~~

Mario Chiesa
Mark Glazer
David Grissom
Ed Hartley
Peter Jason
George Roumell

Section 2. The parties, in making this Agreement, have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitrator shall resolve disputes between the parties only over the interpretation or application of matters specifically covered in this Agreement and which are not excluded from arbitration. Any issues of whether or not a particular grievance is arbitrable due to timeliness shall be decided by the arbitrator consistent with any specific deadlines recited in this Agreement.

Section 3.

- a. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any supplementary agreement; nor to rule on any matter, except while this Agreement is in full force and effect between the parties.
- b. The arbitrator shall have no power to establish wage scales, rates on new or changed jobs or to change any wage rate, unless it is provided for in this Agreement.
- c. The arbitrator shall have no power to provide agreement for the parties in those cases where in this Agreement they have agreed, in writing, that further negotiations should occur to cover the matters in dispute.
- d. In the event a case is appealed to an arbitrator and the arbitrator finds that such arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based, in whole or in part, or contain a reference to statutes, decisions, regulations or other extra contract matters not specifically incorporated in this Agreement.

Section 5. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expense of their representatives and witnesses who are called by them, and such other expenses as that party may incur.

Section 6. There shall be no appeal on the merits from an arbitrator's decision. Decisions rendered in accordance with this Agreement shall be final and binding on the Union, on all bargaining unit associates and on the Employer.

Section 7. Arbitration hearing shall be held on the premises of the Hospital if the Client permits unless both parties otherwise agree.

Section 8. The parties may agree to voluntary mediation prior to arbitration. Both the Union and Management must agree to any mediations.

**ARTICLE 9
NO STRIKE -NO LOCKOUT**

No changes

**ARTICLE 10
SENIORITY**

Section 1. An associate's seniority shall date from that associate's last date of hire by the St. John Health (SJH or the touchpoint "System") and shall include all continuous service from that last date of hire by any operating unit of the System; such System seniority shall be used for wage and benefit entitlement. For employees who were not previously employees of SJMOH-MH-MC, seniority will date from the employee's date of hire by the Employer. Associates shall maintain Seniority for all purposes set forth in this agreement regardless of campus. Seniority shall be transferable between all three (3) locations. ~~Seniority rights shall prevail where the associate meets the minimum qualifications for the position unless otherwise provided for in this Agreement. (Note: This sentence has been moved to Article 12 – Filling Positions).~~

Section 2. All new associates covered by this Agreement shall be considered as probationary associates for the first ninety (90) calendar days of employment. The Employer may (but need not) extend a new associate's probationary period once for up to an additional sixty (60) days for full time and sixty (60) days for part-time (upon notification to the Union) if, by not so extending the probationary period, the Employer otherwise would have terminated such associate on or before their initial probationary period expires. During the probationary period, the Employer, in its sole discretion, shall have the right to dismiss or terminate any probationary associate. An associate so terminated shall not have recourse to the Grievance Procedure. A new associate shall earn seniority on successful completion of the probationary period and be credited with seniority retroactive to date of hire and appropriate benefits in accordance with other articles of the Agreement.

Section 3. After an associate has served the probationary period of employment, and has become a regular full-time associate, such associate's seniority shall be dated back to that associate's last date of hire.

Section 4. A seniority list by job classification shall be posted in January and July of each contract year and a separate copy providing hourly rates shall be submitted to the Local Union. A list will be made for regular full-time, regular part-time, and contingent associates.

Section 5. Seniority shall be terminated and employment shall cease for any of the following reasons:

- a. If the associate quits.
- b. If the associate is discharged for cause.
- c. If the associate is absent from work for 3 consecutive working days without advising the Employer and giving reason satisfactory to the Employer for such absence.
- d. If an associate fails to return to work within 5 calendar days after the Employer's notice of recall from layoff (sent by certified mail, return receipt requested) is signed by the postal carrier as having been delivered to the last known address of such associate as shown in the Employer's records.
- e. If the associate overstays a leave of absence, unless written permission is granted by the Employer for an extension of the leave.
- f. If the associate gives a false reason for obtaining a leave of absence or engages in other employment during such leave.
- g. If a settlement with an associate has been made for total disability.
- h. If the associate is retired.
- i. If the associate is on layoff for a continuous period of twelve (12) months or length of seniority, whichever is less.
- j. Falsification of employment application provided discovery is made within 2 years from date of hire, except on statements concerning criminal conviction.

Section 6. The Employer shall have no obligation to permit the return of any persons to the bargaining unit who have left such unit but remained in the Employer's employ.

Section 7. When an associate accepts a position outside of the bargaining unit but within the System, the associate's Union Seniority is frozen as of, and the associate shall not accumulate Union Seniority after, the date of such transfer outside of the bargaining unit.

If an associate is transferred back into, or otherwise reenters, the bargaining unit, then that associate, again, shall begin to re-accumulate additional Union Seniority and may exercise any frozen Union Seniority to claim a position within the bargaining unit for which the associate is qualified.

Section 8. It shall be the responsibility of each associate to provide the Employer with a current address and telephone number. The Employer can rely on that address and telephone number with regard to all matters, including contact regarding layoff and recall.

Section 9. Work assignments shall be made by the Employer and no associate shall be entitled to select, have or retain any particular ~~job assignment or~~ task within such associate's job classification, or elsewhere, by virtue of seniority. **However, work shifts and specific job assignments shall be posted and filled by seniority.**

Section 10. Employer management associates are "associates-at-will" and neither the Employer nor the Union shall be responsible for any management applicant's claimed lack of understanding of the status of management associate.

ARTICLE 11 LAYOFF AND RECALL

Layoff and Recall shall be by the affected location only, and there shall be no bumping from location to location.

Section 1. In the event layoffs are necessary, they may be made by the Employer in such numbers and at such times as the Employer deems necessary and proper subject to the associates' seniority rights enumerated in this Article.

Section 2. If a layoff is necessary in a particular job classification or department, an associate in the department shall be laid off as follows:

- a. Regular Full-time associates.
 - (1) if full-time associates must be laid off within a department covered by this Agreement, then probationary full-time associates (with the least-Seniority) shall be laid off first:
 - (2) if further full-time layoffs are necessary, then seniority (non-probationary) full-time associates with the least Seniority in the affected department shall be laid off next.
- b. Regular Part-time associates.
 - (1) if part-time associates must be laid off within a job classification or department covered by this Agreement, then probationary part-time associates (with the least Seniority in the affected department) shall be laid off first:
 - (2) If further part-time layoffs are necessary, then seniority (non-probationary) part-time associates (with the least Seniority in the affected department) shall be laid off next. Upon recall, the reverse order of layoff shall be followed and senior associates shall be recalled first to their job classification.

Section 3. Full-time associates who are displaced by layoff may bump full-time or part-time associates in equal or lower paid positions with lesser seniority within the affected department; however part-time associates may only bump part-time associates within the affected department.

The displaced associate must be willing to work the shift and hours of the bumped associate. If the new classification is a lower rate, the displaced Associate will be paid on the new scale commensurate with his/her length of service with the Employer. Associates who have been laid off or transferred to another job in the

Employer, will be recalled to work in the reverse order in which they were laid off or transferred. Should an associate be transferred to another job in the Employer in lieu of layoff, then such associate shall receive the rate of pay for the job into which the associate was transferred.

Section 4.

a. Temporary layoffs.

Any layoff up to and including 5 working days shall be considered a temporary layoff. Upon expiration of the temporary layoff, the Employer shall recall the associate. Otherwise, the regular layoff procedure in this Article shall be followed.

- (1) Temporary layoffs shall be rotated by shift, by job classification, and within a department starting with volunteers first; when there are no volunteers, the rotation list shall begin with the lowest seniority associate and shall rotate through the highest seniority person, before beginning to rotate again with the lowest seniority associate.
- (2) For volunteers, rotation shall begin with the highest seniority associates first and rotate through to the lowest seniority associate.
- (3) Any associate who volunteers for and is given a temporary layoff, will be credited with a temporary layoff on the rotation list.

b. Definite layoffs.

An associate being laid off indefinitely shall be given a written notice one (1) week in advance (except in emergencies beyond the Employer's control), or one (1) week of pay in lieu of notice, or any combination of the above which satisfies the one (1) week requirement.

Section 5. Chief Steward and stewards shall hold the highest seniority in their departments for purpose of layoff and recall, subject to the standards and limitations of Federal Labor Law.

**ARTICLE 12
FILLING POSITIONS**

No changes

**ARTICLE 13
BARGAINING UNIT WORK**

Section 1. Work assignments shall be made by the Employer and no associate shall be entitled to select, have or retain any particular job assignment or task within such associate's job classification, or elsewhere, by virtue of seniority.

Section 2. In the interest of patient care, it is recognized that supervisors have performed and will perform similar or identical duties to unit personnel.

Section 3. The Union recognizes that Employer volunteers perform services in and for the Employer and are a valuable contribution to the continued well-being of the Employer and its patients. The Employer shall continue to have the right to avail itself of all voluntary services and the rights to designate the duties of such organizations in the Employer's sole discretion. Volunteers shall not displace Union positions; it shall not be a violation of this Agreement for volunteers to perform the functions at "Attachment B" of this Agreement.

ARTICLE 14 HOURS OF WORK

Section 1.

- a. The regular schedule of a full-time associates' work shall consist of **sixty (60)** ~~sixty four (64)~~ to eighty (80) hours in a two (2) week period commencing at 12:00 a.m. on Sunday and ending at 11:59 p.m. fourteen (14) days later. The regular schedule of an associate's working day shall consist of eight (8) hours-twelve (12) consecutive, ~~if possible,~~ except for an unpaid lunch period.
- b. The Employer will pay time and one-half to bargaining unit associates for all authorized hours actually worked in excess of forty in a single work week, commencing at 12:00 a.m. Sunday, and ending at 11:59 p.m. seven days later.

Section 2.

- a. Temporary deviations from regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacations, leaves of absence, and weekend and holiday duty. When such deviations become necessary, the Employer will give the associate a 48-hour notice, or as much advance notice as possible and discuss such actions with the Union representative.
- b. Other situations may also require temporary deviation from regular schedules, such as, but not limited to, absenteeism, associate requests, sudden and unexpected shortage of personnel, and other emergencies. The Employer shall make the adjustments necessary to provide adequate patient care and normal operations of the Employer.

Section 3. The Employer shall grant fifteen (15) minutes in the first half of the shift and fifteen minutes in the second half of the shift for relief periods for all Union full shift associates. Partial shift associates will be granted a fifteen (15) minute relief period

during each four (4) hour segment of work. However, meal or rest periods may be delayed or interrupted due to patient care needs.

Section 4. Whenever a regular full-time or part-time associate has been notified to report to work by a supervisor (or designee) and is sent home prior to completing the hours scheduled or notified to work, the associate, if able to perform the work available, shall be paid for the hours worked or a minimum of four (4) hours of pay for so reporting. The Employer may assign the associate any jobs with the department in which the associate is qualified in order to make up four (4) hours work. In cases of disaster or other extreme emergency, associates may be assigned any job needed for operation of the Employer. The guarantee of four (4) hours work or pay shall not apply where work is not available due to conditions beyond the immediate control of the Employer.

Section 5. All bargaining unit associates shall work overtime upon request and approval of their Department Supervisor. The Department Supervisor shall first seek volunteers by seniority and classification from among associates currently working and if insufficient volunteers are secured then associates in each necessary classification shall be required to work, starting with the least senior associates first.

Associates who volunteer and are scheduled for overtime must give the Employer at least 24 hours' notice if they do not wish to work the scheduled overtime; otherwise, such associate's cancellation will be counted as an absence for which the Employer may apply progressive discipline.

Section 6. Associates absent from work due to claimed illness or otherwise shall inform the Department Supervisor of such absence by telephone prior to their starting time. If the Department Supervisor is unavailable, then the Employer Department will designate to the associate either the names of Employer representative(s) with authority to accept such calls, or the method to be used to report such absence. If their Department is a 24-hour department, the associate shall cause such notification to be received at least two (2) hours prior to that associate's starting time.

An absence of three (3) consecutive working days, without notice, shall conclusively be presumed a voluntary quit.

Section 7. Overtime premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 8.

- a. The Employer shall plan work schedules recognizing among other factors, the fairness of associates taking turns working weekends and holidays. Work schedules shall be posted within departments at least two (2) weeks in advance of the beginning of such work schedule.

- b. Associates will not be docked pay for punching in up to and including seven (7) minutes late, however associates punching in more than **five (5)** ~~three (3)~~ minutes late shall be considered tardy for attendance policy purposes. The Employer may extend this during snow emergencies and other emergency situations.

**ARTICLE 15
LEAVE OF ABSENCE**

No changes

**ARTICLE 16
PAY PERIOD AND DEDUCTIONS**

No changes

**ARTICLE 17
MISCELLANEOUS**

Section 1. Associates may be given a physical examination, as determined by the Employer once a year. Physical examinations, if required, are to be given by the Employer without cost to the associate.

Section 2. The Employer agrees to provide a bulletin board at each time clock for use by the Union for the following non-inflammatory and non-political types of notices:

- a. Recreational and social affairs of the Union
- b. Union Meetings
- c. Union Elections
- d. Reports of the Union

Section 3.

- a. In the event technological change should make an associate's skills obsolete or unnecessary, the Employer agrees to provide for retraining of the associate in order that such associate may upgrade that associate's skills sufficiently to continue employment with the Employer.
- b. In the event an associate's job is eliminated because of technological change and the associate cannot be trained or upgraded to comply with the technological change, the displaced associate will be permitted to replace the least senior associate in the same classification or a classification in which the associate has prior seniority.
- c. New classifications created by virtue of the installation of advanced equipment shall

be posted for bidding. Associates being displaced shall be given first opportunity to bid for new positions. If new positions or classifications fall with NLRB recognition as unit positions, the Employer agrees to negotiate wage rates for these positions or classifications.

Section 4. There will be a joint Employer-Union safety committee. The Union and the Employer shall each select one associate member to serve on joint Safety Committee.

Section 5. Associates leaving the service of the Employer shall, upon request, be furnished with a written statement of character of service from the Employer limited to date of hire, date of termination and statement of positions held, unless such associate provides the Employer with a waiver release and discharge in a form acceptable to the Employer.

Section 6. The Employer will continue its current practice of review, revision and updating of job descriptions when and as needed and as determined by the Employer in its discretion. The Employer will endeavor to review such job descriptions as required by JCAHO standards. The Employer will provide the associates affected by revised job descriptions with a copy of such revision and will also provide copies to the Union.

Section 7. Three persons designated by the Union and 3 persons designated by the Employer will meet not more frequently than on a monthly basis on the request of either party to discuss matters of general interest including, but not limited to grievances. The party requesting the meeting shall provide the other party with a written agenda of the items to be discussed which may only be deviated from upon the agreement of the receiving party. The agenda is important to the process as it enables the other party to be prepared to respond.

Section 8. (St. John Macomb Associates)

All full-time Associates will receive 3 shirts or Chef coats after 1 year of employment. \$40.00 for shoes annually.

All part-time Associates will receive 2 shirts or chef coats after 1 year of employment. \$40.00 for shoes annually.

~~The Employer shall furnish employees with 3 new shirts/chef coats including reimbursement of \$30 for shoes after each full year of employment.~~

**ARTICLE 18
WAIVER**

No changes

**ARTICLE 19
PAST PRACTICES**

~~**Section 1.** There is no understanding or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or letter of understanding signed by both parties.~~

~~**Section 2.** All Letters of Understanding shall expire on the termination date of the collective bargaining agreement during which negotiated, unless specifically included in the next succeeding agreement.~~

**ARTICLE 20
EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer actively supports the principle of Equal Opportunity for all. No discrimination is shown associates or applicants because of age, sex, sexual orientation, religion, race, national origin, height, weight, marital status, disability handicap or lawful union activity not in violation of this Agreement.

Section 2. Both the Union and the Employer recognize their mutual obligations under the Americans with Disabilities Act (ADA), and will, therefore, jointly meet to mutually agree on an accommodation that may have been requested by an associate who qualifies for ADA consideration or an alternative which is otherwise statutorily required and is reasonable under the circumstances.

Meetings required by this Section shall occur within 5 working days of a request, unless mutually agreed as otherwise.

**ARTICLE 21
DISCIPLINE**

No changes except agree to 8 occurrences/call-ins prior to termination.

**ARTICLE 22
UNION ORIENTATION**

Section 1. The Employer shall distribute a copy of the Union printed Labor Agreement to all Union associates upon the printing of the agreement as well as all new associates between the time they are hired and the time they complete their probationary period. The Employer shall print and provide enough copies of the Labor Agreement to current and future associates, and provide 20 copies to the Union.

Section 2. Local 459 or its designated steward will participate with the Employer in the touchpoint new associate orientation program in an effort to give new Union Associates a better understanding of both organizations along with information of their rights and responsibilities as Union members. In the absence of a touchpoint new associate orientation program, the employer shall allow each new associate one (1) hour with Local 459 or its designated steward within the first two (2) weeks of being hired.

Section 3. The employer shall allow the Union to be placed on the curriculum for 15 minutes once monthly for new employee orientation at Oakland center.