

# Agreement

Between

COMPASS GROUP NORTH AMERICA, TOUCHPOINT SERVICES  
DIVISION



-and-

OPEIU LOCAL 459, AFL-CIO



-for-

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

EXPIRES OCTOBER 1, 2019

## 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

**Section 1.** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Employer and the Union in its capacity as representative of the associates within the bargaining unit, so as to serve the best interest of the parties and the community. The parties agree that the total welfare of the patients of the Employer is of paramount importance. Both parties pledge to devote their wholehearted and best efforts to serving the patients of the Employer. The conduct of each associate shall be such that at no time shall that associate's actions, speech or the manner in which that associate's duties are performed reflect unfavorably to the best interest of the Employer.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels.

**Section 2.** The Human Resource and/or Labor Relations Department, the Legal department or the Operators may issue policies which are binding on the associates and then only if in writing and signed by the issuer. Should the Employer, through either of the above departments, wish to adopt any policies of St. John Health System, it shall likewise issue those policies to bargaining unit associates in writing, signed by a representative of the Employer. The Union shall also be provided with a copy of all policies issued to associates.

### 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 - 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.

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/opeiu459afl-cio. The Union will not send any correspondence or communications regarding Union business on Employer stationary.

### **ARTICLE 3 SUCCESSORS AND ASSIGNS**

**Section 1.** Should the Company sell, assign or otherwise transfer the facility, the Company shall notify the union in writing, and it shall notify the transferee of this Agreement.

The Employer shall notify the Union promptly when they have been notified that their contract with the client is going out to bid or otherwise terminated.

**Section 2.** In the event of lease, sale or transfer, all compensable hours, regardless of the business entity, shall be credited to the employee for purposes of computing vacation pay and for the purposes of computing classification seniority in cases of layoff and recall.

**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**

**Section 1.**

a. Except as expressly limited by the expressed and specific terms of this Agreement, the Employer retains the sole right to manage its business including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to

determine all machines and equipment to be used; to determine the services to be provided; to determine the method, location and manner of providing such services; to determine the schedules of work; to determine the utilization of volunteers; to determine; to establish and re-establish reasonable production standards; to determine whether and to what extent any work shall be performed by associates and the extent and manner the various departments shall be operated or shut down; to determine the qualifications of associates including, but not limited to, health matters and standards of service quality; to determine starting and quitting time and the number of hours to be worked; to determine the number and composition and qualifications of the work force; to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, layoff, assign, in accordance with needs as determined by the Employer, to transfer and promote associates; and the Employer shall have all other rights and prerogatives normally exercised by management subject to the specific and express terms and conditions of the Agreement.

b. The Employer agrees to discuss with the Union the discontinuance, and/or reorganization of any department, the transfer or subcontract of bargaining unit work or operations, in whole or in part, and/or the elimination of any job classification within the bargaining unit upon request by the Union; provided these discussions do not impede or interfere with the timely implementation of such action; provided further that the Employer will advise the Union of layoffs before such layoffs occur.

**Section 2.** No section of this Agreement shall be construed to preclude the introduction, termination or substitution of any technological change to existing services, techniques or machinery including, but not limited to, the right of the Employer to join with, engage in, commence, terminate, or substitute for joint marketing or service ventures.

**Section 3.** The Employer is vested with the right to subcontract, except that it will not subcontract bargaining unit work if such contract results in the layoff of a bargaining unit Associate, or otherwise terminates the employee's employment relationship with the Employer.

## **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) plus one Chief Steward from each of the 3 locations.

**Section 2.** 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 3.** 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 4.**

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 5.** 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.

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**

**Section 1.** The Employer will not lock out Union associates during the term of this Agreement.

**Section 2.** During the term of this Agreement the Union will not cause or permit its members to cause nor will any member of the bargaining unit partake in any strike, sit-down, picketing, stay- in or slow-down in or at the Employer. The Union, by its officers, agents and stewards shall immediately declare such action illegal and unauthorized and order said associates to stop such conduct and resume full production. The Employer shall have the right to discipline, up to and including discharge, any associate who instigates, participates in or gives leadership to any activity herein prohibited.

**Section 3.** The Union agrees it will not sanction or condone a strike, picketing or other curtailment of work or refusal to come to work in sympathy with any other Union or organization directed at this Employer.

**Section 4.** The Employer will not hold the Union liable for any damages for violation of this Article provided it follows Section 2 above, in good faith submits written evidence of Section 2 compliance to the Employer simultaneously with issuance to bargaining unit, does not aid or abet a strike through funding or assistance of any kind, and does not otherwise perform any act inconsistent with this Article.

## **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.

**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 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**

**Section 1.** When the Employer determines a vacancy exists in a bargaining unit job classification, and whether to fill the vacancy or when to fill the vacancy:

a. When the Employer determines a vacancy exists in a bargaining unit job classification, and whether to fill the vacancy or when to fill the vacancy: the bargaining unit position opening to be filled will be posted for 7 consecutive days at the Cafeteria Communications Center with a copy of the posting to be placed in the Union's mail box addressed to the Chief Steward. No additional posting shall be required for 30 calendar days from the last date of posting regarding any additional open positions the Employer desires to fill in the same classification, status and shift; provided that if the list is exhausted within the 30 days and there are additional positions to be filled, the Employer, will re-post.

b. The position will be awarded to the most senior employee possessing the minimum qualifications for the posted position, with the exception that the Employer may also consider an employee's disciplinary record over the prior six months (or 12 months in the event of disciplinary suspension).

c. All associates covered by this Collective Bargaining Agreement shall be permitted to bid on any open position.

d. If no applicant is deemed qualified, or no associate timely bids, the Employer can then hire (or appoint an associate from outside the unit) to fill the position.

e. The Employer may deny the bid of an associate who has changed classifications and/or cost centers in the previous 6 months.

**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) 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, 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) 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**

**Section 1.** One member of the union elected or appointed to Local or International office (President of Local, Secretary/Treasurer of local, Business Agent or international agent), which takes them from their employment with the employer shall, upon receipt by the Employer of a written request from the union, receive a temporary leave of absence for the period not to exceed one year. Before or at the conclusion of one year, associate shall retain seniority status and be returned to the next available comparable vacant union position for which they are qualified with pay and benefits consistent with the last position held prior to the union leave. Written request for such leave will be provided by OPEIU as far in advance as possible, but no less than 30 days prior to beginning of the leave. All benefits will cease under a union leave of absence.

**Section 2.** Members of the union elected or appointed as delegates to Union functions shall, upon receipt by the employer of a written request from the Union, receive a union leave of absence not to exceed five days per year for not more than three union members.

## **ARTICLE 16 PAY PERIOD AND DEDUCTIONS**

**Section 1.** Associates shall be paid for all scheduled hours worked. Associates covered by this Agreement shall be paid at least bi-weekly, 7 calendar days being permitted for payroll preparation. Pay shall be ready on Fridays.

**Section 2.** Any deductions made from the check of any associate covered by this Agreement shall be shown on the associate's paycheck or by attached statement. No deductions shall be made unless in accord with applicable state law or required by law or by this Agreement, except charge accounts for their own convenience. All deductions shall be Employer approved and in uniform amounts for all unit associates.

**Section 3.**

**Overpayments:** Associates who are overpaid or otherwise owe the Employer money, not already subject to an agreed payroll deduction authorization, shall meet with the Employer and work out a repayment agreement. Absent an agreement, the Employer may deduct the money owed as permitted by law. The Union Service Representative shall be notified in these instances.

Underpayment: Any error in pay greater than 4 hours pay which is not the fault of the associate shall be corrected as soon as possible but no later than 2 working days after the associate brings it to the Employer's attention.

**Section 4.** The Employer agrees to provide direct deposit capability for bargaining unit associates so requesting it and so authorizing such deduction, in writing, on forms acceptable to the Employer. Direct deposit shall be available to any bank or credit union. The Employer agrees to a payroll deduction plan only, and in no way is a party to or condones any actions taken by the bank or credit union selected.

## **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.**

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.

**ARTICLE 18  
WAIVER**

**Section 1.** 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 matter not removed by law from the area of collective bargaining, and that the understanding 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 waives 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 such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 19**  
**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 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 20**  
**DISCIPLINE**

**Section 1.** When called upon to meet with an Employer representative and upon being informed in advance that discipline is contemplated, and upon request by the associate, a Union steward shall be present for such discussion. All disciplinary actions will be issued for just cause. An associate who is disciplined may contest such discipline through their Union Steward in the grievance procedure except for probationary associates.

**Section 2.** The bargaining unit member must receive notice of intended disciplinary action (using the Disciplinary Action Notice Form) within 21 calendar days from when the Employer learns of the event that gives rise to the disciplinary action; the Employer shall impose discipline or, otherwise, shall forfeit the right to discipline the associate. The Union shall not unreasonably refuse to grant an extension period in order to complete an investigation. Associates not present at work, for any reason, may be provided with notice via letter mailed to their last known address of record.

**Section 3.** This language does not remove discipline records but only limits, per current practice, application towards further progressive discipline for a similar infraction that occurs more than 12 months from the last similar incident. The Union agrees this does not prevent past discipline being presented to indicate discipline record of an associate. When applying progressive discipline, if 12 months or more separates similar infractions, the next step in the discipline mode will not be implemented.

**ARTICLE 21  
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.

**ARTICLE 22  
WAGE RATES**

**Section 1.** The wage rates set forth in this Agreement specifically replace and are in lieu of all Employer discretionary wage programs.

Effective upon ratification the new starting rates will be as follows:

**Food Nutrition Service**

Food Service Worker \$11.25 per hour  
Cook \$12.25 per hour

**Environmental Service**

Housekeeper \$11.25 per hour  
Floor Tech \$12.25 per hour

**Section 2.** Associates shall receive rate differentials. Afternoon shift differential is 8%, the midnight shift differential is 8% and the weekend differential is 5%.

**Section 3.**

a. In the event an associate is assigned work in a job classification that carries a higher rate of pay than the associate shall receive the base rate for the higher classification, or the associate's regular hourly rate plus twenty-five cents (\$0.25) whichever is higher.

b. Associates promoted into a classification in a higher pay group than the group in which the associate is serving at the time of promotion receive a 5% increase to the associate's base pay or the minimum of the new pay range, whichever is greater.

**Section 4.** If an associate is temporarily assigned work in a job classification that carries a lower rate of pay than the associate's regular classification, the associate shall receive the associate's regular hourly rate for such work.

**Section 5.** Wage increases are as follows:

All Associates employed on the date of ratification will move to:

\$11.50 (FNS worker/Housekeeper) retroactive to October 2, 2018

\$12.50 (Cook/Floor Tech) retroactive to October 2, 2018

Except any Associate with less than one year of service making \$11.38 or more prior to ratification will receive a 2% wage increase.

In addition, all Associates employed on the date of ratification with one year of service as of October 1, 2018 (those hired on or before October 1, 2017) will receive a 2% wage increase.

In addition, all Associates employed on the date of ratification with five years of service as of October 1, 2018 (those hired on or before October 1, 2013) will receive an additional \$0.25 wage increase.

Nothing in this article shall be construed as a lowering of wages for any associate.

**ARTICLE 23  
MACOMB / MOROSS PTO / PAY OUT PLAN**

PTO shall be provided to Union associates in accordance with the Touchpoint policies / handbook.

Employees PTO Incentive pay-out plan as follows:

All hourly full-time TouchPoint Associates working at Macomb or Moross Hospital are approved to participate in this incentive plan.

- a. Associates will receive a one-time payout of accrued unused Vacation/PTO time, up to a maximum of 14 days, at a rate of 70% of the value of the accrued, unused time as of September 30th.
- b. Payout will be based on the Associate's bi-weekly fixed rate of pay.
- c. The incentive payout will be included in the first full pay cycle in October.
- d. Associates must be actively employed with TouchPoint at the time of payout (example: Associates must be presently working at the unit location at the time payout is administered).
- e. Associates must be in good standing with the Company in order to be eligible for the incentive plan.
- f. Associates will receive payout only for those vacation days accrued according to the TouchPoint Vacation/PTO policy for both grandfathered (PTO entitlements) and non-grandfathered (vacation entitlements) Associates, and not taken during the year.
- g. Associates will not be paid for any unused, accrued vacation upon termination/resignation of employment.

**Note:** Applicable Vacation/PTO policy/handbook standard operating procedures will apply where not inconsistent with above.

#### **ARTICLE 24 PAID TIME OFF (PTO) Oakland**

The Employer will retain the identical or better Paid Time Off benefits and provisions as are in effect as set forth for other OPEIU Local 459 bargaining unit employees under the 2017-2020 collective bargaining agreement in effect with SJMOH-OC.

#### **ARTICLE 25 HEALTH INSURANCE AND OTHER BENEFIT PLANS**

**Section 1.** The Employer will provide the same Blue Cross health insurance plan and other plans in effect as of January 1, 2017 to all full-time and eligible part-time bargaining unit employees, at the same or lower premium share cost as was in effect January 1, 2017. Eligible part-time associates are those working at least forty (40) hours per pay period. The plans shall be BCBS Bronze, BCBS Silver and BCBS Gold.

**Section 2.** The Employer will offer the same medical, dental, vision and disability programs offered to all Compass Group employees in the Region during the enrollment period.

**Section 3.** Eligible associates may participate in the Employer's defined contribution 401(k) plan according to the terms of the plan document in effect as of the date of ratification, or as thereafter amended.

**Section 4.** Eligible associates may participate in the Employer's Flexible Spending Account (FSA) plan.

## **ARTICLE 26 ATTENDANCE**

The Employer will retain the Attendance policy set forth in the touchpoint Hourly Associate Handbook dated January 1, 2017, except as amended herein:

Full-time and part-time associates employed for more than ninety (90) days who receive:

- 5 occurrence points in a rolling twelve (12) month period = Written Warning (second progressive counseling);
- 6 occurrence points in a rolling twelve (12) month period = Final Warning (third progressive counseling);
- 8 occurrence points in a rolling twelve (12) month period = Discharge.

## **ARTICLE 27 JURY DUTY**

The Employer will retain the Jury Duty policy and provisions set forth in the Touchpoint Hourly Associate Handbook, unless the parties mutually agree to amend such policy.

## **ARTICLE 28 FUNERAL LEAVE**

The Employer will retain the identical Funeral Leave policy and provisions set forth in the Touchpoint Hourly Associate Handbook, unless the parties mutually agree to amend such policies.

## **ARTICLE 29 AMENDMENT AND TERMINATION**

**Section 1.** This Agreement is effective on April 10, 2019 and shall continue in full force and effect until midnight October 1, 2019 after which it shall continue in full force and effect from year-to-year thereafter, unless written notice is given by one party to the other not less than ninety (90)



days or more than one hundred twenty (120) days prior to any expiration date that a party desires to renegotiate this Agreement.

**Section 2.** If any provision of this Agreement becomes illegal by operation of law or is held invalid by a court of competent jurisdiction, then (a) the remainder of the Agreement remains in effect and, (b) the Employer and the Union shall meet and confer in an effort to negotiate with regard to such provision.

**For the Union:**

**For the Employer:**

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Lance A. Rhines, Service Rep, OPEIU Local 459

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Shawn Junior, Manager of Labor Relations

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Blenda Coward, Chief Steward Macomb

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JoAnne Whitlatch, Vice President of Operations

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Louversa Fair, Chief Steward Oakland

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Calvin Parks, Chief Steward Moross