

Agreement between



**Hospice of
Lansing**

Hospice of Lansing

And



Local 459

Paraprofessional Unit

Date June 30th, 2022 - May 31, 2025

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Preamble

This Agreement is entered into this 30th of June 2022 by Hospice of Lansing, hereinafter referred to as the "Employer" and the Office & Professional Employees International Union, Local 459, AFL-CIO, hereinafter referred to as the "Union".

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Article 1 – Recognition

The Employer recognizes the Union as the Exclusive Bargaining Agent for employees in the following bargaining unit:

All full time and regular part-time nonprofessional employees including home health aides, residential aides, office clerical employees, medical billers, cooks, assistant cooks and clinical assistants,

but excluding all other professional employees, managerial employees, confidential employees, casual employees, guards, and supervisors as defined in the National Labor Relations Act.

The Employer and Union will bargain in good faith with respect to wages, hours and other terms and conditions of employment for the employees represented by the Union in the above-described unit.

Article 2 – Management Rights

Section 2.1 The Employer shall have the sole and exclusive rights to manage and operate its facilities, including but not limited to all of its operations, activities, and the direction of its working force of employees; with the right to hire, suspend, discipline, discharge for cause, promote, assign, layoff, recall, or relieve employees from duties for legitimate reasons and to maintain discipline and efficiency among employees; to establish policies, procedures, rules and regulations, and to determine the qualifications and competency of employees to perform the work. The list of specific rights in this Agreement is not intended to be nor shall they be restrictive of any of the rights of the Employer not listed herein, whether or not such rights have been exercised by the Employer in the past; provided, however, that the Employer shall not violate any express provisions of this Agreement.

Section 2.2 The Hospice of Lansing shall have the right to determine the number of jobs in each classification and to change that number, to determine how, when and where the jobs are to be performed.

Section 2.3 The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are super ceded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

Article 3 – Union Security and Dues Check Off

Section 3.1 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union upon completion of the probationary period.

Section 3.2 T h e Employer further agrees that all new employees hired subsequent to the effective date of the Agreement shall, as a condition of employment, become and remain members, following satisfactory completion of the probationary period.

Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than ninety (90) days in arrears in payment of membership dues.

Section 3.3 Termination of Employment. It is the Union's responsibility to notify the Employer when the employee is delinquent in her/his payment of dues. To the extent that the Union wishes the employee to be terminated in accordance with this Section of the Agreement, the Union shall provide, in writing, to the Employer the following:

- a) the Union's demand to terminate the employee,
- b) the reasons for termination,
- c) the date such termination takes effect.

An employee terminated for failure to pay her/his Union Dues shall not have access to the Grievance Procedure.

The Union, at its option, may choose to pursue legal remedies for an employee who is in non-compliance rather than requesting the Employer to terminate such employee.

Section 3.4 The Employer shall furnish the Union with an alphabetical check off list with the amount of dues deducted for the month. The Union shall advise the Employer, in writing, of the amount to be deducted. The Union may change this amount once per year. The Employer shall forward said deducted sums no later than the last day of the month following the month the dues were deducted to the address designated by the Office & Professional Employees International Union, Local 459, AFL-CIO.

Section 3.5 In case of any dispute arising out of the implementation of this Article, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability that may arise from any act of the Employer relative to Dues Deduction.

Section 3.6. Effective on March 28, 2013, as a result of Michigan Public Act 348, the provisions of Sections 3.1 - 3.4 requiring membership in good standing as a condition of employment shall not be applicable except with regard to any work, or in any other circumstance, in which the provisions of Michigan Public Act 348 would not apply or be controlling. The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the foregoing paragraph affected by such legislation or order shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

Article – Union Representation

Section 4.1 Union Stewards. The Employer agrees to recognize one (1) Steward and one (1) alternate steward each for the Residence and Home Care facilities. The Union shall notify the Employer, in writing, of any change in Union Stewards. The alternate shall serve in the absence of the Steward. If a grievance hearing is held during normal working hours, the Employer shall, at its option, either pay the Steward or modify the work schedule of a Steward, so that there is no loss of work time.

Section 4.2 The Employer agrees to provide bulletin board space at each worksite where bargaining unit employees' work, to be used by the Union for posting notices of Union meetings and materials. The space shall be equal to at least 20 inches by 24 inches. The Union agrees that derogatory or otherwise offensive materials shall not be posted, and if posted, shall be removed. The judge of derogatory or offensive materials shall be the Employer. The Employer will also create an e-mail distribution list for Union Employees to use in addition to/as needed for Union Communications.

Section 4.3 The Employer agrees to provide each employee with a copy of this Agreement.

Section 4.4 Employees serving on the Union's bargaining team shall only be paid for any time spent in negotiations sessions that involve management if it falls during their working hours if workload allows.

Article 5 – Grievance Procedure

Section 5.1 During the life of this Agreement, a grievance shall be defined as a claim that there has been a violation, misinterpretation, or an inequitable application of the specific and expressed terms of this Agreement. The Union and the employees agree not to process a grievance in which the same or similar issue is being processed to the National Labor Relations Board, the Equal Employment Opportunities Commission, the Fair Employment Practices Commission, or any other state, federal, judicial or quasi-judicial bodies.

Section 5.2 Procedure. All grievances shall be processed in the following manner:

- a) Step 1. Supervisor Discussion. In the event a member of the bargaining unit believes that they has a grievance, they shall first discuss the grievance with her/his supervisor. The employee may have her/his steward present if they desires. The discussion must take place within fourteen (14) calendar days of when the employee becomes aware of the act or conditions giving rise to the grievance. The supervisor shall furnish an answer with seven (7) calendar days.
- b) Step 2. Supervisor Written. If, after the discussion with the supervisor the employee still believes that a grievance exists, the employee may file a grievance on a form provided by the Union. The grievance must be signed by the grievant and a Union representative. The grievance form should include the date the alleged grievance occurred, the specific provision of this agreement which has been violated and the remedy requested. The written grievance must be presented to the supervisor within fourteen (14) calendar days after the supervisor's response in Step 1. A meeting between the employee, the Steward and/or Union Representative and the supervisor shall be held within seven (7) calendar days and the supervisor shall answer the grievance, in writing, within seven (7) calendar days after the meeting occurs.
- c) Step 3. Executive Director. If the Union is not satisfied with the disposition of the grievance as presented by the supervisor, or if no disposition has been made within seven (7) calendar days of presentation to the supervisor in Step 2, the grievance may be transmitted to the Executive Director or their designee within fourteen (14) calendar days thereafter. A meeting between the employee, the Steward and Union Representative and the Executive Director or designee shall occur within seven (7) calendar days. The Executive Director shall give an answer, in writing, within seven (7) calendar days after the meeting occurs, or in the event that the Executive Director does not answer to the grievance within that time limit, the lack of an answer shall act as a denial of the grievance and the Union may proceed to the next level.
- d) Step 4. Board of Directors. If the grievance is not resolved by the Executive Director, the Union shall have fourteen (14) calendar days from the date of the Executive Director's answer (or the date the response was due) in which to appeal the grievance to the Board of Directors by giving notice in writing to the Executive Director's office. The Union Steward, the Service Representative of Local 459 and the grievant shall meet to discuss the grievance

with the committee designated by the Board within twenty-one (21) calendar days from the date of the appeal. The committee shall give an answer in writing to all parties within seven (7) calendar days of that meeting.

- e) Step 5. In the event the employee and the Union are not satisfied with the disposition given by the committee, the Union shall have thirty (30) calendar days from receipt of the committee's answer to appeal the grievance to arbitration by submitting the appeal in writing to the Executive Director

Section 5.3 Powers of the Arbitrator:

The Arbitrator:

- a) may not rule on the termination of service or failure to reemploy any probationary employee.
- b) shall not have the power to establish or change any wage rates.
- c) shall not have the power to change any practice, policy or rule of the Hospice of Lansing, nor to substitute their judgment for that of the Hospice of Lansing as to the reasonableness of any such practice, policy, rule or any action of the Hospice of Lansing, unless it conflicts with this agreement.

Section 5.4 The decision of the Arbitrator shall be final and binding on the parties and the employees involved, subject to any law or governmental regulation applicable thereto.

Section 5.5 The Union will give the Employer at least five (5) working days advance written notice of employees it needs to be excused from work to attend any arbitration hearing.

Section 5.6 The Arbitrator may not grant a grievance which in effect grants the Union that which it attempted to bargain into the agreement but failed to do so.

Section 5.7 The decision of the Arbitrator must be rendered in writing and received by the parties within thirty (30) calendar days of the close of the hearing.

Section 5.8 The timelines in this Article must be strictly observed but may be extended by written mutual agreement of both parties.

Section 5.9 If the employee or the Union does not initiate any discussion or step or appeal the grievance to the next step in a timely fashion, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance within the timelines set forth in this agreement, it shall be considered settled on the basis of the grievance demand.

Section 5.10 Workdays are defined as Monday through Friday, excluding Saturdays, Sundays and Holidays recognized by the Employer.

Section 5.11 Arbitration.

- a) Not more than one (1) grievance or dispute may be submitted at a single arbitration proceeding except by mutual written agreement of the parties.
- b) A panel of seven (7) arbitrators from the Midwest shall be requested from the FMCS-OAS (Federal Mediation and Conciliation Services - Office of Arbitration Services). Either party shall have the option of requesting a second and final panel of seven (7) arbitrators. The arbitrator shall be selected by each party alternately striking a name from the list. The parties shall alternate who strikes first starting with the Union. The remaining name on the list shall serve as the arbitrator.
- c) After designation of the arbitrator, a hearing shall be held as soon as practical and the arbitrator shall issue an Opinion and Award. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto.
- d) The cost of the arbitrator and any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them, with the exception that the grievant, if a current employee on the active payroll, and the steward shall not lose pay, or at the option of the Employer, the work schedule of any employee grievant or steward shall be modified.
- e) The arbitrator shall have no power to add, subtract from or modify any terms of this agreement. The arbitrator shall be limited to application of the express terms of the agreement to the facts found.
- f) The parties shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

Article 6 – Non-Discrimination

Section 6.1 There shall be no discrimination by the Employer or the Union against any employee because of age, handicap, race, creed, sex, marital status, sexual orientation, gender identity, physical appearance except as outlined under Section XVII M Personal Appearance/Clothing in the Employee Handbook dated June 2022, religion, national origin, or membership in any class protected by state, federal or local law.

Section 6.2 There shall be no discrimination by the Employer or the Union against any employee because of membership or activity in or on behalf of the Union or because of refraining from membership or activity in or on behalf of the Union.

Article 7 – Harassment

Section 7.1 The Employer and the Union expect all employees to conduct themselves with dignity and respect for fellow employees and others. Toward this end, harassment of others based on sex, race, religion, sexual orientation, or membership in any class protected by state, federal or local law will not be tolerated.

Section 7.2 Any person who believes they has been subjected to harassment should assume responsibility for informing the alleged harasser of her/his response to the behavior in question and must report it immediately to the supervisor, the Executive Director, or the Union. Each report will be given serious consideration and investigated thoroughly upon written request. Appropriate action will be taken to eliminate such harassment from the workplace. Any employee who is found to be guilty of harassing another employee will be subject to discipline. Each report will be treated with the highest level of confidentiality permitted in investigation of the report. False reports shall subject an employee to disciplinary action.

Article 8 – Probation Period

Section 8.1 Employees hired into regular full-time or regular part-time bargaining unit positions, shall be considered probationary employees for the first ninety (90) calendar days of employment.

A casual employee who is awarded a regular full-time or regular part-time bargaining unit position shall be considered probationary for the first ninety (90) days in the position.

The Employer may request a one-time extension of this probationary period by mutual agreement with Union on the terms and duration but in any event not to exceed an additional twenty-five (25) days by presenting acceptable documentation of the issue(s) that the request is based upon. An employee's benefits shall not be affected by such extension.

An employee shall not serve more than one (1) probationary period in the bargaining unit.

Section 8.2 There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purposes of collective bargaining with respect to wages and other conditions of employment as set forth in this Agreement.

Probationary employees may be disciplined and/or discharged by the Employer with or without cause and shall not have access to the grievance procedure for such discipline and/or discharge.

Article 9 – Employee Status

Section 9.1 Full-time. A regular full-time employee is one who usually works sixty (60) or more hours per pay period and whose term of employment is expected to be more than one hundred twenty (120) days.

Section 9.2 Part-time. A regular part-time employee is one who usually works at least sixteen

(16) hours but less than sixty (60) hours per pay period and whose terms of employment is expected to be more than one hundred twenty (120) days.

Section 9.3 Casual. A casual employee is one who works on an intermittent basis.

Section 9.4 Temporary. Temporary employees are employees who work as an interim replacement or supplemental staff and whose term of employment shall not exceed six (6) months. However, an individual may be hired as a temporary employee for more than six (6) months if they is replacing a union employee who is on an approved leave of absence exceeding six (6) months. A temporary employee is compensated by wages only and may work full time or part time.

Section 9.5 Casual and Temporary employees shall not be scheduled on a regular basis to work more than thirty-two (32) hours per pay period.

Article 10 – Personnel Files

Section 10.1 Employees shall be allowed to review their personnel file. Any employee interested in reviewing their personnel file shall make an appointment with the Executive Director or his/her designee to review the file at a time when there shall be no interruption of their work. An employee's request to view their personnel file shall be granted a minimum of four (4) times per year. In addition to the four (4) times per year, the employee may also request to view their personnel file when a written evaluation or discipline is placed in the file.

Section 10.2 The Employer shall furnish copies of employee personnel files in accordance with the Bullard-Plawecki Employee Right to Know Act (Act No. 397 of the Public Acts of 1978) at the employee's cost.

Section 10.3 Materials related to an employee's performance shall not be added to an employee's personnel file unless the employee has been given an opportunity to read and respond to the material prior to its being included in the file. Any such response shall be made part of the file.

Article 11 – Vacancies

Section 11.1 All bargaining unit vacancies in regular positions will be posted internally, prior to posting externally, for seven (7) calendar days in a location at each worksite where bargaining unit employees work. The internal posting will also be emailed to bargaining unit employees' work email address. An employee may submit one (1) additional personal email address to receive emails about postings. A copy of each such posting will be faxed or mailed to the Union. Such postings shall state the hours, location, classification, pay range and qualifications of the vacant position as well as the date on which the internal posting expires.

If no qualified internal bargaining unit applicants apply, then the employer may post the position externally and open it up to non-union applicants. However, nothing herein precludes a bargaining unit applicant from applying during the external posting and being awarded the

position according to Section 11.2 below.

Section 11.2 Qualifications shall be defined as experience, education, and work record, all related to the position. The Employer shall first select the most qualified bargaining unit employee among the qualified applicants to award the position to. If two or more employees are relatively equally qualified, then the applicant with the greatest seniority shall be awarded the position.

Section 11.3 Lateral Transfers

A lateral transfer is defined as a move within the same classification.

If one or more employees have applied for a lateral transfer the Employer shall select the most qualified among internal non-probationary applicants.

In the event that two (2) or more equally qualified internal applicants apply for a lateral transfer, the Employer shall select the applicant with the greatest seniority.

Section 11.4 AU other Applications

If the position is not awarded during the internal posting process the Employer shall select the most qualified among qualified applicants that apply during the external posting. However, if a bargaining unit employee applies during the external posting and is qualified, they shall be awarded the position before the employer hires an external applicant.

In the event two (2) or more applicants are deemed "most relatively equally qualified" for the position, the Employer shall select the internal applicant with the greatest seniority.

Section 11.5 The Employer may consider an employee ineligible to be granted a position if the employee has exercised their rights to fill a job vacancy under this Article in the preceding six (6) months.

Section 11.6 Vacancy

A vacancy shall be defined as a permanent job opening that the Employer intends to fill.

Section 11.7 Temporary vacancies

A temporary vacancy is a temporary opening such as a vacancy that is being posted, a vacancy due to an employee calling in sick or a vacancy due to an employee leave of absence.

Temporary vacancies will be offered to employees in the classification by seniority. If no employee volunteers the lowest seniority employee may be required to work the hours.

Prior to requiring an employee to work the hours the Employer shall utilize any available casual employees in that classification.

Section 11.8 Interviews. All qualified internal bargaining unit applicants shall be interviewed.

Article 12 – Layoffs

Section 12.1 If the Employer determines that a reduction in the workforce will take place it will be in accordance with this Article.

Section 12.2 The Employer shall determine the classification(s) being reduced within any program.

Section 12.3 A layoff may be for a temporary period of time of thirty (30) calendar days. Any layoff designated as temporary shall be deemed indefinite as of the 31st calendar day. Temporary layoffs shall not be used in lieu of discipline or indefinite layoffs.

Temporary layoffs will not be used if the employer is using per diems or Agency staff on that shift. Employees shall not have bumping rights during a temporary layoff.

Section 12.4 An employee shall be given at least two (2) weeks' notice prior to their layoff if the Hospice knows two (2) weeks in advance or two (2) weeks pay in lieu of.

Section 12.5. Order of Layoff. All indefinite layoffs shall be accomplished in the following manner. In rare cases, a less senior employee may be retained if the Employer determines that the layoff of a more senior employee would adversely affect the Employer's ability to provide specific services (e.g. employee has skills, qualifications and abilities to provide services at an outside facility) However, this shall first be discussed with the Union

- a) All casual and temporary employees in the classification in the department shall be laid off first.
- b) All probationary employees in the classification in the department shall be laid off next.
- c) Voluntary layoffs may be accepted within the classification and department affected. Should there be more volunteers than needed; requests of employees will be granted based on seniority, provided there is no adverse impact as determined by the Employer. An employee who elects a voluntary layoff shall have no bumping rights and is subject to recall provisions of this policy.
- d) Regular employees in the classification in the department and in the employment status on the affected shift shall be laid off in the reverse order of their seniority.

Section 12.6. Bumping. All bargaining unit employees who are not on a temporary layoff and who have not elected voluntary layoff may bump subject to the following terms and conditions. All

bumps must be within the bargaining unit with the exception of paragraph "c" below:

- a) Within Classification. An employee who has received a layoff notice will bump, subject to the following conditions and circumstances. A laid off employee may bump the least senior employee in the same classification in a position in which they is considered qualified, regardless of shift and/or status, and work the required hours of the position provided that the employee has greater seniority except that a full-time employee may bump the least senior full-time employee.
 - a. A position vacancy is considered the least senior position for purposes of bumping. If there is more than one vacancy, the employee may choose the position.
 - b. A casual may not bump a regular part-time or full-time employee.
 - c. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.

- b) Outside of Classification. If there are no bumps within an employee's classification the employee may bump subject to the following conditions and circumstances, the least senior employee in a classification outside of their classification. The employee must possess the necessary qualifications, education and skills or be able to obtain them as defined by qualified under this Article.
 - a. A position vacancy is considered the least senior position for purposes of bumping. If there is more than one vacancy, the employee may choose the position.
 - b. casual may not bump a regular part-time or full-time employee.
 - c. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.

- c) Bump by Shift. Employees with ten (10) complete years or more of seniority at the time of the layoff may bump by shift. Such an employee may bump the least senior employee on her/his shift in the unit, department or classification using the same criteria in a-c above. For the purpose of bumping by shift, "shift" will be defined as:

<u>Shift</u>	<u>Start Time</u>
<u>Stoneleigh 1st Shift</u>	<u>6:45am to 3:15pm</u>
<u>Stoneleigh 2nd Shift</u>	<u>3:15p to 11:15pm</u>
<u>Stoneleigh 3rd Shift</u>	<u>10:45pm to 7:15am</u>
<u>Stoneleigh Mid Shift</u>	<u>8:30am to 7pm</u>
<u>Home Hospice</u>	<u>8:30am to 5pm, varies as needed</u>

Section 12.7. Miscellaneous Layoff Provisions.

- a) An employee exercising such bumping rights must do so within five (5) working days after receipt of layoff notice. If the employee chooses not to exercise bumping rights, (s)he shall remain on layoff until recalled to a position considered a reasonable offer (see definitions).
- b) Upon request to the Employer prior to the date of layoff, a laid off employee may be placed on a list for temporary relief call-in. Such employees will be given preference over other temporary employees.
- c) A Union Steward shall head the seniority list in their classification and unit and/or department relative to layoff or being bumped. Outside of a Union Steward's department, regular seniority shall apply.
- d) Seniority tiebreakers among stewards use Article 13.
- e) Employees shall not be required to accept a position which is not a reasonable offer.
- f) Employees on an approved leave of absence may be allowed to exercise their seniority rights, if any, upon return in event there has been a layoff during the employee's leave of absence.
- g) If a concurrent layoff occurs within a classification, the most senior employee will be given first choice of positions based upon seniority.
- h) An employee who bumps into another department as a result of a layoff shall be considered to be from their original department when applying for a vacancy in the original department for a period of one year after the layoff date.

Section 12.8. Definitions for Layoff and Recall.

Seniority. Seniority as defined by the contract shall be used for the order of layoff, bumping and recall to bargaining unit positions

Classification. Classification as listed in the Recognition Article of this agreement.

Qualified. An employee who possesses the appropriate knowledge, experience, education, skills or who can be trained within a reasonable period of time (90 days).

Reasonable Offer. Similar classification, budgeted hours, shift, and same pay Status (PT/FT, etc. (Temporary positions are not considered bona fide vacancies.) Similar budgeted hours are defined as plus or minus 10%.

Full-Time Employees. For purposes of these sections, a full-time employee is an employee whose schedule of work usually consists of sixty (60) hours or more during the two (2) week pay period.

Regular Part-Time Employees. For purposes of these sections, a regular part-time employee is an employee whose schedule of work usually consists of less than sixty (60) hours, but more than thirty-one (31) hours, during the two (2) week pay period.

Section 12.8. Benefits Upon Layoff.

- a) An employee who is placed on layoff will be allowed to make use of any, PTO or conversion benefits if eligible.
- b) Laid off employees who are covered by medical, dental and/or optical insurance shall retain such benefits to the extent offered active employees and shall have any portion of the premium paid for by the Employer continued for six (6) months beyond the calendar month in which the employee is laid off.

Section 12.9. Recall. When positions become available, qualified employees on layoff, who were laid off from positions, shall be recalled in the reverse order of the procedure followed for layoff.

Additionally, upon request of the employee, an employee who has bumped or been recalled to a different classification, department, shift, or status may elect to return to their former classification, department, shift, or status, if it becomes available within one (1) year of the original layoff date.

Notice of recall may be made by telephone, but official notice shall be by certified mail, return receipt requested, sent to the employee's address on file with the Employer. It shall be the sole responsibility of an employee to keep their current telephone number and address on file with the Employer and to notify the Employer if they plan to be out of town or otherwise unable to be reached for three (3) or more days. The Employer shall give the employee ten (10) days written notice in advance of the day (s)he is to return to work. The Employer and the employee may arrange a later start date due to personal circumstances (i.e., childcare, elder care). If the employee fails to report for work as scheduled, the employee shall be considered a voluntary quit.

The most senior employee with recall rights will be contacted first regarding vacancies. If there are other laid off employees qualified to fill the vacancy, the most senior employees shall be allowed to decline without being terminated. If the vacancy is not a reasonable offer, the employee shall be allowed to decline without being terminated.

Recall Rights:

- a) Two (2) years or length of seniority, whichever is less.

- b) Recall rights shall be to any department or classification that the employee is qualified for. The Employer will be responsible for notifying employees of recall rights when vacancies occur. Recall rights with automatic recall to any department and classification the employee is qualified for, are retained for the entire length of layoff status.
- c) Employees who bumped into positions outside their department, shift and/or status may elect to return to their former department, shift, or status if it becomes available within one (1) year of the original layoff date. Employees must notify the Employer of their interest in returning to their former position if it becomes available. If employees do not notify the Employer, it will be assumed that the employee wished to remain in their new position rather than return to their former position.

Section 12.10. Layoff Allowance. Laid off employees shall receive allowance of one week's pay for each full year of service with a minimum of 2 weeks' pay to a maximum of six (6) weeks' pay, to be paid bi-weekly, so long as the layoff continues, provided that the employee is on indefinite, involuntary layoff where no reasonable offer of employment has been made.

Section 12.11. Temporary Fill-In/Casual List. Employees who are laid off may be allowed work in temporary positions and as a casual during layoff if the employee wishes to be called for temporary work. Employees should indicate their desire to work in these capacities to the Employer. Such employees will be given preference over other temporary employees, provided such laid off employees are available and have the present ability and experience to perform the required work.

Section 12.12 All employees exercising their bumping rights must be capable of and currently qualified according to the definition of qualified in this Article to perform the work and have more seniority than the person being bumped.

Section 12.13 In the event the work force is increased in a laid off classification, employees who bumped to another shift, status, program, or classification shall be recalled first. The remainder of the recall shall be by classification in the reverse order of layoff.

Section 12.14 Departments as of the effective date of this agreement are:

- a) Hospice Residence
- b) Home Care Hospice
- c) Administrative

Article 13 – Seniority

Section 13.1 An employee shall be granted seniority upon completion of her/his probation period. Seniority shall be defined as the length of continuous service in any bargaining unit position.

Employees who commenced work on the same date shall be placed on the seniority list on the basis of the sum of the last four (4) digits of each employee's social security number with preference to the highest number.

Section 13.2 The Employer shall supply the Union with a seniority list every six (6) months at the request of the Union. The list shall show the name, program, classification, seniority date and job title of all employees in a bargaining unit entitled to seniority.

Section 13.3 Employees' seniority and their employment relationship with the Employer shall terminate for any of the following reasons.

- a) The employee quits or retires.
- b) The employee is terminated or discharged, and the termination or discharge is not reversed through the grievance procedures set forth in this Agreement.
- c) The employee is absent for three (3) consecutive working days without properly notifying the Employer and having a reason acceptable to the Employer,
- d) If the employee is laid off for one (1) year or one (1) day more than the employee had worked, whichever comes first.
- e) If the employee fails to report for work at the end of any leave.
- f) if the employee accepts employment elsewhere while on leave without the written approval of the employer.

Section 13.4 If a seniority employee is promoted or transferred to a position outside of the bargaining unit, but with the Hospice of Lansing, and that employee returns to the bargaining unit at a later date, the employee shall be granted bargaining unit seniority that the employee held as of the date of transfer or promotion outside of the unit.

Article 14 – Counseling & Discipline

Section 14.1. Counseling and Mentoring (Supervision) Supervisors may discuss with employee's issues relative to day-to-day performance and policy on an informal counseling/mentoring basis. This Supervision shall not be considered to be disciplinary

actions and a such shall not be part of the employee's personnel file. Supervision discussions with employees may include, by way of example and not limitation, such things as bringing to an employee's attention the policies and performance standards of the Employer. Supervision does not include any kind of warning to an employee regarding any future potential consequences of an employee's conduct.

Section 14.2. Formal Verbal Counseling/Mentoring The Employer may utilize verbal counseling in cases not justifying disciplinary action. The written record of verbal counseling shall be identified as a counseling memorandum, given to the employee. Counseling memorandums shall not be construed as disciplinary action and a such shall not be part of the employees' personnel file. The Employer will not take into account any counseling memorandums which occurred more than one (1) year previously unless subsequent disciplinary or remedial action related to the subject of the memorandum. Employees receiving counseling memorandums shall have the right to submit a written statement (up to five (5) sheets of 8 1/2 x 11-inch paper) explaining his or her position concerning the counseling memorandums, which will become a permanent part of the counseling.

Section 14.3. Disciplinary action taken by the Employer will be for cause. Disciplinary action will be dependent upon the nature and seriousness of the offense or infraction in the opinion of the Employer, and the prior disciplinary record of the employee.

In any discussion with an employee which may lead to disciplinary action, the employee, upon request, shall have a Union representative present at the discussion. If however, a Union representative is unavailable for more than seventy-two (72) hours after the time the Employer has told the employee in person that it wishes to discuss an issue which may lead to disciplinary action, the discussion may take place without the representative present. The seventy-two (72) hours shall not include weekends or holidays observed by the Employer.

Section 14.4 Discipline shall be corrective and progressive in nature and not punitive. Therefore, if the employer has just cause to discipline the following discipline steps shall be followed:

- a) Step I – First written warning – no suspension
- b) Step II – Second written warning – no suspension
- c) Step III – Third written warning – with or without suspension. In any event the suspension shall not be greater than three (3) days unless mutually agreed upon by the employer, the union, and the employee.
- d) Step IV – Termination

Section 14.5 Prior Disciplines. In imposing any discipline, the Employer shall not take into account any discipline which was imposed more than twelve (12) months prior for the same infraction.

Section 14.6 Timeliness of Counseling or Discipline. The Employer shall tender any counseling

memo or impose any discipline within fourteen (14) working days of the Employer becoming aware of the events leading to the counseling or discipline. This timeline shall not apply if the Employer is still investigating the events and the employee has been notified an investigation is taking place.

Article 15 – Evaluations

Section 15.1 Each regular employee shall be evaluated, at least, at the end of their probationary period and once a year thereafter. The probationary evaluation shall take place within thirty (30) calendar days of the end of the probation period and the non- probationary evaluation shall take place no later than twelve months following the probationary evaluation and then annually thereafter.

Section 15.2 Evaluations are not discipline. The contents of an evaluation shall not be subject to the Grievance Procedure.

Section 15.3 A copy of the written evaluation shall be submitted to the employee. The employee shall sign the Employer's copy to acknowledge receipt. Acknowledging receipt does not imply agreement with the evaluation. In the event the employee feels that her/his evaluation was incomplete or unjust, they may submit her/his objections in writing and have them attached to the evaluation report.

Article 16 – Outside Employment

Section 16.1 Hospice of Lansing requires that employees outside employment must not compromise the organization's interest or adversely affect their job performance and ability to fulfill all responsibilities to the Hospice of Lansing. Full-time employees are expected to devote their full time and attention to their employment with Hospice of Lansing.

Full time employees must obtain prior written approval from the Executive Director or their designee for any outside employment. Approval may be granted where the employer determines that such employment will not affect an employee's job performance or responsibilities. Approval may be rescinded at any time if the employee's job performance or responsibilities are not being met because of the outside employment. The employer will give fourteen (14) days written notice of the rescinding of approval.

Section 16.2 This article shall not apply to outside employment that an employee held at time of hire and which was disclosed to the Employer.

Article 17 – Voluntary Termination

Section 17.1 Employees who have given fourteen (14) days written notice to their supervisor of their voluntary termination of their employment will be entitled to payment of one half of the PTO balance. Employees given less than fourteen (14) days notice shall lose all rights to any benefits, including payment of accrued PTO.

Article 18 – Paid Time Off

Section 18.1 Rate of Accrual Employees will earn Paid Time Off (PTO) based on the number of hours worked in the pay period. PTO is used to cover all paid time away from work including but not limited to sick time, vacations, doctors' appointments, and other personal time off.

Rate of Accrual

Annual rate of Accrual for full time status (effective the first payroll in December 2018):

Days of PTO	
1 up to 5 years of service	20
5 up to 10 years of service	23
10 up to 15 years of service	25
15 plus years of service	30
Hours Accrued per pay period (based upon 80 hours):	
1 up to 5 years of service	6.15
5 up to 10 years of service	7.08
10 up to 15 years of service	8.69
15 plus years of service	9.2

Section 18.2 Personal Time Off (PTO)

PTO hours are available and prorated for all full and part time employees. PTO hours are earned based on the number of straight time hours worked per pay period. Amounts that are accrued and not used would be lost. However, an employee may, upon request, carryover up to 80 hours of PTO occurred in the current calendar year to their PTO bank. The cap on the maximum hours that can be accrued in an employee's PTO Bank is 300 hours.

Generally, PTO requests must be submitted in writing to the employee's supervisor at least two (2) weeks in advance and will be granted as staffing census, patient acuity and workload permit. However, PTO requests may be submitted and approved by the manager or supervisor on shorter notice for unforeseen personal and/or urgent reasons.

Generally, an employee will not be granted time off when there is insufficient time in their bank to cover the leave. Exceptions may be made due to extenuating circumstances. Some examples of extenuating circumstances could be:

- a) An employee has used all her/his time due to low census days off or medical leave.
- b) The manager can reasonably expect the employee to have the banked time by the time the leave occurs.

- c) Managers/Supervisors may grant a request contingent upon the employee having enough banked time by the time the leave occurs.

PTO requests will be responded to within three (3) workdays.

The manager or supervisor approving a leave, or a trade shall provide a copy of the approval to the employee requesting the leave and simultaneously provide the same to the schedulers and Team Leaders of the employee (e.g., For Employees at the Stoneleigh Residence, the supervisor shall also provide a copy of the employee's approved leave to the scheduler/team leader.).

Upon termination of an employee, one half of PTO hours will be paid to the employee. An employee terminated for cause or who fails to give proper notice will be deemed not to be in good standing (see Article 17).

Section 18.3 Probationary Period

Paid leave will accumulate during the probationary period but cannot be used until completion of the probationary period.

Article 19 – Employee Breaks/Meals

Section 19.1 Breaks. Employee breaks will be dependent upon employee workload and, when practical, with the supervisor's approval. The goal is to provide an average of two (2) fifteen (15) minutes breaks per day. Breaks will be with pay.

Section 19.2 Meals. A thirty (30) minute unpaid lunch period is provided to all employees working six (6) or more hours in any one (1) day. It is the intent of Hospice of Lansing that employees will be relieved of all active responsibilities at this time.

Article 20 – Holidays

Section 20.1 Hospice of Lansing provides the following paid holidays:

- a) New Year's Day
- b) Memorial Day
- c) Independence Day
- d) Labor Day
- e) Thanksgiving Day
- f) Friday after Thanksgiving
- g) Christmas Eve Day
- h) Christmas Day
- i) Floating Holiday

In order for an employee to receive holiday pay, they must work the last scheduled workday prior to the holiday, the holiday if scheduled and the first scheduled workday after the holiday. However,

in the event an absence on one (1) or more of the days listed above is due to the employees own illness, the illness of a dependent family member, or an emergency the employee may still be eligible for the holiday pay pending verification of the reason for the absence. Any change in schedule must be made in writing and approved by the employee's supervisor prior to the last scheduled workday before the holiday to be eligible for holiday pay.

The amount of holiday pay an employee receives is based on their employment status. A full-time employee who is generally scheduled 12-hour shifts will receive 12 hour of Holiday PTO, a full-time employee who is generally scheduled 10 hours shifts will receive 10 hours of Holiday PTO, a full-time employee who is generally scheduled 8 hours shifts will receive 8 hours of Holiday PTO, and part time employees will receive 4 hours of Holiday PTO.

Any full or part time employee not receiving eight (8) hours of holiday pay may use accrued PTO to supplement holiday pay to bring it up to the regular work hours for the day.

Section 20.2 Holidays Worked

Residence:

At the residence the holiday for employees shall be celebrated the day it actually occurs.

Holiday shall be considered to run from midnight to midnight. Any shift which starts on a holiday shall be considered a holiday shift even if the shift did not end on the holiday.

All bargaining employees will be expected to work holidays on a rotation basis.

All Programs:

Any employee working on a holiday shall be paid 1.5 times their hourly rate for the hours worked and also paid for the holiday.

Home Hospice:

Management shall create a holiday staffing rotation on an annual basis.

When the Christmas Eve and Christmas Day fall on Friday and Saturday or Sunday and Monday for the non-residence bargaining unit employees the followings shall apply:

- a) The Friday holiday will be observed on Friday and the Saturday holiday shall be observed on Monday.
- b) The Sunday holiday shall be observed on Friday and the Monday holiday shall be observed on Monday.

All other non-clinical employees may be required to work some holidays as operational needs dictate.

Section 20.3 Religious Observation

Employees wishing to observe a major religious holiday of her/his own faith may, through

prearrangement with the Executive Director, substitute that holiday for the Christmas Eve Day or Christmas Day Holiday ordinarily given. Since religious holidays are predictable events, a minimum of two (2) months' notice is required when using this alternative.

Alternatively, the employee may choose to observe the holidays listed in Section 1 and use a portion of his or her accumulated leave benefits for this purpose.

Section 20.4 Floating Holiday

The purpose of the floating holiday is to offer an inclusive holiday option for staff to observe days that are important to their beliefs and/or culture. This floating holiday may be used to observe holidays such as Juneteenth, Indigenous People's Day, Ash Wednesday, Chinese New Year, International Women's Day, Holi, Earth Day, a day in a month of importance, or additional holidays not listed here.

An employee must inform their supervisor in writing 14 days prior to the holiday they wish to use the Floating Holiday designation for.

Article 21 – Family and Medical Leave

Section 21.1 Any unpaid leave taken by an employee in accordance with this agreement shall count towards an employee's Family and Medical Leave Act entitlement and shall not be granted in addition to Family and Medical Leave Act entitlements.

Section 21.2 Consistent with and as defined in the FMLA, eligible employees who have worked at least 1,250 hours during the previous twelve-month period, will be given up to twelve (12) weeks of leave during any twelve-month period. This leave includes all leave, whether paid or unpaid, available under this agreement or any policy of the Employer. The twelve-month period is measured forward from the date an employee first takes leave that would be subject to the Family and Medical Leave Act.

Section 21.3 With respect to a birth or placement of a child, the entitlement shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Section 21.4 The leave must be taken in consecutive full days whenever possible. Under special circumstances, with a doctor's written recommendation, other arrangements can be made. This leave shall be without pay, except as provided below.

Section 21.5 During the Family and Medical Leave, the employee must use any PTO which the employee may have available. There shall be no benefit accrual during this Family and Medical Leave, unless specified elsewhere.

Section 21.6 The employee shall provide the employer with at least thirty (30) days notice with respect to the birth of a child or the possibility of an adoption or foster home placement, other notice shall be given as soon as practical.

Section 21.7 The doctor's statement must include the date on which the condition commenced and probable duration of the condition. The Employer may request a second opinion from a doctor selected by the Employer and paid for by the Employer.

Section 21.8 Upon return from such leave, the employee shall be returned to their former position or an equivalent position unless that position has been eliminated as a result of organizational restructuring, layoff or other reason permitted by law.

Section 21.9. In the event of a conflict between the provisions of the FMLA and this Agreement, the FMLA shall control. Any dispute under the terms of this Article 21 or the FMLA shall not be subject to the grievance procedure but shall be resolved as would a dispute under the FMLA.

Article 22 – Bereavement

Section 22.1 Full time and part time seniority employees will be allowed three (3) work days off with pay, to attend the funeral or final services of an immediate family member.

The immediate family is defined as an employee's spouse or domestic partner designated in writing in advance, parent or parent-in-law, brother, sister, child (or dependent minor residing with the employee), grandparent, grandchild and step and half children.

Section 22.2 Full time and part time seniority employees will be allowed one (1) off with pay, if scheduled to work, to attend the funeral or final services in the event of a family member with a relationship not designated in Section 22.1

Section 22.3 Employees may request one paid day for a relative not mentioned above and such requests shall be given consideration. The employee may extend their time off above by electing to use their PTO time to be paid or take the day unpaid.

Article 23 – Jury Duty/Witness Duty

Section 23.1 Time off shall be allowed if necessary for the employee to serve on required jury duty. The Employer shall pay to make up pay difference between jury duty and the employee's regular pay.

Section 23.2 The employee must provide the Employer with a copy of the summons to serve as soon as it is received.

Section 23.3 The employee must provide their supervisor with a record of date(s) and time(s) of their actual for jury duty service.

Section 23.4 Employees are expected to report for work on days when they are not serving on jury duty unless told to do otherwise by their supervisor. For such days and hours employees may be

permitted to use any PTO days available to make up the difference in pay.

Section 23.5 If an afternoon employee serves on jury duty they will be taken off the schedule for the afternoon on the date they serves on jury duty and will be compensated the makeup pay difference for that shift.

If a night shift employee is told to report for jury duty the employee will be taken off the schedule for the night prior to the jury duty will be compensated the makeup pay difference for that shift.

For purposes of this section "serves" means the employee physically reports and is required to be there for over four (4) hours.

Article 24 – Military Leaves

Section 24.1 The Employer shall follow the Universal Military Training Act.

Section 24.2 In addition, for reserve or annual military training the Employer shall provide for up to eighty (80) hours the difference between the employees military pay and the employee's normal pay that would have resulted had the employee worked provided the employee meets the Employer's notice requirements.

Article 25 – Unpaid Leaves

Section 25.1 Unpaid Leave of Absence

Leaves of sixty (60) days or less without pay may be granted in whole or in part with approval of the Executive Director. Leave longer that sixty (60) days will be reviewed by the Executive Director with consultation of Chair of the Human Resources Committee of the Board of Directors. Reinstatement to the employee's position prior to leave may not be guaranteed beyond a sixty (60) day leave of absence.

Article 26 – Insurances

Section 26 .1 Health Insurances

Full time employees are eligible for single subscriber health insurance. The health insurance plan shall be BCN HMO Platinum \$0 deductible, 20% copay plan effective June 1, 2018 or the soonest possible date thereafter. The Benefits-At-A-Glance are attached at the end of this agreement (Appendix A.)

Employer will contribute \$200 per month toward the premium for Two Person or Family coverage elected by employees. The balance of the premium Two Person or Family coverage will be paid by the employee. This will be deducted on a pre-tax basis through payroll deduction.

Employees who are eligible for health insurance through the employer but can show proof that they have health insurance from another source may opt to give up their employer provided health care in exchange for a payment of \$100 per month from the employer. The payment shall not be less than the payment received by non-Union employees of the employer.

A hardship fund for bargaining unit and non-bargaining unit employees shall be established. The Employer shall make available at least \$2,500 on the date of ratification and every January 1st for every year thereafter. A committee composed of one (1) RN bargaining unit employee, one (1) Paraprofessional bargaining unit employee and one (1) non-bargaining unit employee shall decide how the money shall be disbursed to employees experiencing a hardship. The Union shall appoint the bargaining unit representatives. The Employer shall appoint the non-bargaining unit representative. The maximum disbursement to any one (1) employee shall be five hundred (\$500) in any calendar year unless unanimously approved to go above this maximum by the committee. Any remaining funds on December 31st shall rollover up to a maximum of five hundred (\$500) and be available for the following years.

Section 26.2 Dental Insurance

Full-time employees are eligible for dental insurance. The Employer shall pay 50% of the premium. The plan will be the current Plan. Subject to the terms of the carrier, the employee may pay the additional premiums for two person or full family. The parties may mutually agree to change carriers.

Section 26.3 Life Insurance

Full-time employees are eligible for Employer paid life insurance in the amount of a year of regular pay. The policy shall include AD & D.

Section 26.4 Short Term Disability

Effective March 1, 2010 Employees budgeted for at least thirty (30) hours per week shall have a short-term disability program, paid for by the Employer. The program shall have a fourteen 14 days waiting period. It shall have a duration of thirteen (13) weeks including the fourteen (14) day waiting period. It shall pay a 60% benefit level. Employees may, at their discretion, supplement the 60% benefit by using their paid time off or long-term sick bank up to a 100% benefit level.

Section 26.5 Long Term Disability

Full-time employees shall have a long-term disability program, paid for by the Employer. The program shall have a 90-day waiting period and pay a maximum of 60%. Employees may, at their discretion, supplement the 60% benefit by using their paid time off or long-term sick bank up to a 100% benefit level.

Section 26.6. 401(K) Plan

The Employer shall continue the current plan.

Section 26.7 AFLAC

The Employer shall offer AFLAC plans as selected by the Union.

Article 27 – Mileage/Travel

Section 27.1 The Employer shall reimburse employees at the IRS rate for any work-related mileage when the employee is required to use their car for job purposes.

Section 27.2 Employees who begin or end their workday at a site that is not their regular worksite, shall be paid mileage for the difference between the distance that they travel and the distance from their home to the regular worksite. There shall be no paid travel going to or coming from work.

Section 27.3 Parking or travel expenses that are work related and approved by the employee's supervisor shall be reimbursed on a receipt basis.

Section 27.4 All business travel outside of normal work will be approved in advance by the employee's supervisor.

Section 27.5 Employees shall submit records of mileage through Company Mileage.

Article 28 – Pay Day / Pay Periods

Section 28.1 There shall be twenty-six (26) pay periods of two (2) weeks each year. Pay periods shall begin on Sunday and end on Saturday. If a shift begins on Saturday the entire shift shall be paid in the week in which that Saturday falls.

Section 28.2 Employees are responsible to enter their hours worked into Brightree and mileage into Company Mileage no later than the Monday following the end of the pay period by 9:00 am. Timesheets submitted after the deadline, may be processed the following pay period.

Section 28.3 Employees shall have the option of direct deposit or receiving a debit card for payment of wages. Pay stubs are available online through PayChex.

Section 28.4 Once underpayments are identified and agreed upon, they will be corrected within three (3) working days after the employee submits all supporting documentation. However, underpayments due to an employee failing to turn in the appropriate time will be paid the following pay period. Overpayments will be corrected in the next regular paycheck.

Article 29 – Paraprofessional Salary

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9.
Hospice Aide	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00
Cook	\$14.78	\$15.22	\$15.68	\$16.15	\$16.64	\$17.13	\$17.65	\$18.18	\$18.72
Biller	\$17.27	\$17.79	\$18.32	\$18.87	\$19.44	\$20.02	\$20.62	\$21.24	\$21.88
Clinical Assistant	\$15.24	\$15.70	\$16.17	\$16.65	\$17.15	\$17.67	\$18.20	\$18.74	\$19.31

Section 29.1

The above scale will go into effect on first full pay period after ratification. Employees shall be placed on the new scale above according to the step they are currently on. (e.g on step 5 of old scale go to step 5 of new scale.) Each employee will move up one step on the anniversary date of their employment.

In the event that Hospice of Lansing, Inc. incurs a financial loss for three consecutive calendar months, the step increases shall be frozen until Hospice of Lansing realizes a profit for three consecutive calendar months.

Section 29.2

Annually, employees shall move to the next step on their anniversary date.

Section 29.3

New hires shall be placed on one of the steps. The employer may place new hires on any step provided that union employees with comparable experience are on that step or higher. If any existing employee is on a lower step they will be moved up to the same step as the new employee.

Section 29.4 Aides who receive a Certified Hospice and Palliative Nursing Assistant (CHPNA) shall have their hourly rate increased by \$0.50 per hour.

Article 30 – Mandation Pay

Section 30.1 Hospice of Lansing is dedicated to providing the best care for its patients and families. We recognize that from time to time, we must work over the appointed hours due to patient needs, absenteeism, sudden illness or inclement weather.

The Employer will make every effort to cover a shift. Only aides shall be mandated. They shall only be mandated for shifts at the Residence or the on-call weekend shifts in Home Care. Prior to mandating employees, the Employer shall call all employees including casual

employees asking for volunteers. Only employees who work at the location needing coverage need to be called (i.e. calls will be limited to employees who are trained for work at the Residence or Home Care if a shift needs coverage there). The Employer may offer to pay time and a half (1 ½) as an incentive to volunteer. If no one volunteers, the Employer shall call employees in reverse order of seniority to mandate them to work a shift. In the event the Employer cannot reach any employees, it may mandate the low senior employee currently working. This provision shall be limited to one aide per shift per location (Home Care or Residence). At the Residence the aide currently working can be required to cover the succeeding shift for up to a maximum of eight (8) hours or until a replacement is found regardless of seniority. However, no one shall be required to work more than sixteen (16) consecutive hours. No employee may be mandated more than once per week. The Employer will pay double time the employee's wage for any hours she/he is mandated to work.

Article 31 – Substance Abuse

Section 31.1 Philosophy. It is the philosophy of the parties that chemical and alcohol dependency are treatable conditions. The parties encourage employees with these problems to seek assistance not only for the safety of the patients they serve but for their own well-being.

Retaliation against an individual who self reports or reports suspicion of substance abuse or participates in investigations regarding alleged substance abuse is strictly prohibited.

An employee that is rehabilitated has protection under the American with Disabilities Act.

Section 31.2 Substance Abuse Rule. One or more of the following may constitute a violation concerning substance abuse:

- a) Reporting for work and/or working while impaired or under the influence of intoxicating beverages or illegal drugs.
- b) An employee working when the employee's ability to work is adversely affected by an over-the-counter drug or a drug prescription for the employee by a physician and used by the employee as prescribed. In this case, the employee will not be permitted to remain at work but will not be disciplined as if in violation of this Section.
- c) Actual or attempted possession, use, or consumption of intoxicating beverages, illegal/illicit drugs when reporting for work, while working, or on HOL property including the parking lots and the premises of any leased properties.
- d) Actual or attempted solicitation, sale, distribution, transfer, or purchase of illegal drugs on HOL property including parking lots and the premises of any leased properties.
- e) A drug test is positive when determined by an independent Medical Review Officer utilizing standard guidelines.

Section 31.3 An employee, who voluntarily seeks assistance for drug or alcohol dependency and has had no incidence of affected job performance, shall be referred to a qualified substance abuse treatment program and no discipline shall result.

Section 31.4 Reasonable suspicion exists when information, observation(s), or circumstances would cause a reasonable, prudent person, acting in good faith, to believe or suspect that a violation has occurred. This includes, but it not limited to, circumstances under which the employee appears to be under the influence of drugs or alcohol, or in which the employee's work performance, work product, or behavior would lead a reasonable person to suspect drug or alcohol use or abuse.

If reasonable suspicion is based solely upon one person's observation(s) and/or perception(s), corroboration by a second person or other independent evidence shall be required before the employee is requested to submit to testing.

Section 31.5 When an employee is suspected of diversion, use or impairment the employee may be suspended without pay during an investigation suspension. Explanation for the suspension will be provided to the employee and Local 459 representative. The employee may use PTO time for compensation during their suspension. If the employee is reinstated without a suspension level disciplinary action her/his bank will be replenished. For those employees suspended during investigation who do not receive any form of compensation and who are reinstated without a suspension level disciplinary action, retroactive pay will be provided. For those employees using a combination of bank and uncompensated time and who are reinstated without a suspension level disciplinary action, the employer agrees to make the employee whole depending on bank and uncompensated time utilization.

Section 31.6 If the results of testing indicate the presence of alcohol, narcotics, drugs or controlled substances that is outside of the established amounts as set forth by the MRO and it is the first offense, the employee will be offered the opportunity to obtain assistance through the employer EAP, HPRP program or another qualified rehabilitation program.

A second positive test may result in discipline up to an including discharge. However, the employee will be offered assistance as above and will be offered a substance abuse Letter of Agreement if appropriate. The Letter of Agreement language will be jointly agreed upon by the employer and the Union.

Section 31.7 If the employee has a valid prescription or legal medication(s), provided that such dosage does not adversely affect the employee's fitness for duty or endanger the health and safety of others, no discipline shall be taken.

Section 31.8 While off duty to participate in a qualified treatment program or awaiting test results the employee may use available PTO and may be eligible for FML or a leave of absence.

Section 31.9 Eligible employees may apply for disability benefits while participating in an approved rehabilitation program

Section 31.10 Testing

- a) The employer shall not be allowed to perform random testing on bargaining unit members.
- b) Where reasonable suspicion of a violation is suspected, the employee will be made aware of the suspected violation and shall be requested to submit to an appropriate test. The employee and Union shall be informed of what they shall be tested for and the specific reason for the test request.
 - a. Before testing, the employee shall authorize the test by signing a consent form. The form shall indicate the substances the employee will be tested for.
 - b. The employer shall offer the employee the opportunity for a Steward, Local 459 Representative or an available co-worker of the employees choosing be present to witness part or all of the process.
 - c. Drug/alcohol test will only be administered by qualified independent laboratory. A "chain of custody" will be strictly adhered to and the specimen will be in clear view at all times to the employee until sealed and sent to the laboratory.
 - d. If the testing procedure utilized samples, the sample will be given a number for processing in order to protect confidentiality. The employee will initial the lab slip accompanying the numbered sample to confirm appropriate processing of the sample and receive a copy of the initialed slip.
 - e. When blood and/or urine test results are positive, a confirmatory test by a laboratory will be utilized.
 - f. Under no circumstances shall an employee who is under the influence, or who appears to be or is suspected of being under the influence, of drugs or intoxicants be permitted to operate a motor vehicle, including their own automobile. Alternate transportation shall be arranged and paid for by the Employer.

Article 32 – Low Census Day Off

Section 32.1 In lieu of using the layoff procedure set forth in this Agreement, the Employer has the right, when there is more staff than needed on a particular day because of low census, to reduce the number of employees working or scheduled to work on each shift. This shall be referred to as a low census day off (LCDO).

Section 32.2 If the Employer decides to authorize an LCDO, volunteers shall be sought. If there are more than enough volunteers, requests shall be granted based upon seniority, high to low.

Section 32.3 If enough employees do no volunteer and if the Employer still wants to reduce staffing on that shift, the LCDO shall be given to the low senior employee in the classification on that shift.

As an alternative, the LCDO shall be rotated among qualified staff in the affected classifications. This can only occur if, by majority employee vote, conducted by the Union, a program decides to use rotation instead of seniority. The method of rotation must be decided at the time of the vote and will be in effect for the life of this Agreement. The Employer must be notified by the Union

that a particular program is using the rotation method voted in by that program's employees.

Section 32.4 LCDO shall not be used in lieu of discipline or indefinite layoff

Section 32.5 An employee on LCDO may use banked time off or take the day unpaid.

Section 32.6 No employee shall be required to take an LCDO if a per diem, or any temporary or agency personnel are working on that shift.

Section 32.7 If an employee required to take an LCDO requests to be reassigned to another Program where a per diem is working in her/his classification and on her/his shift, the Employer will accommodate the request provided the employee agrees to work the entire shift and it does not require additional overtime.

Section 32.8 No employee shall be required to take an LCDO if another employee is working that day as extra time above her/his schedule. The employee working the day as extra time may be LCDO'd.

Section 32.9 An employee who reports for work and who volunteers for or is required to take an LCDO shall receive a minimum of two (2) hours pay for reporting. The Employer may opt to have the employee stay and work the two (2) hours.

Article 33 – Attendance

Section 33.1 The parties agree that regular attendance is necessary for quality patient care and affects department productivity and morale. In this regard the parties strive to provide a positive absenteeism control program to determine the underlying reason for absenteeism and to work out effective methods of encouraging good attendance habits.

Section 33.2 Attendance is tracked for the most recent back rolling twenty-six (26) pay periods. Employees "spend" points according to their attendance record. When an employee hits or exceeds (whichever occurs first) zero (0) points, the employee shall be terminated.

Section 33.3 Points Threshold All employees regardless of status (Full-time or Part-time) shall start with a sixteen (16) point bank upon hire into the bargaining unit.

Section 33.4 Attendance Points

- a) Employees will have one (1) point deducted from their attendance point bank for each day of unscheduled absence. An employee who fails to give proper notice of an absence or who is a NO-CALL-NO-SHOW may also be subject to discipline related to standards of conduct.
- b) Employees who work less than 66% of their scheduled shift will lose one point.

- c) Unless, the reason for the absence is:
 - a) Approved FMLA or other approved Leave of Absence. Documentation by a licensed professional of a contagious or communicable disease of the employee that is transmitted regardless of standard precautions. Documentation must be presented in writing to management within 72 hours of the employee returning to work and be reasonably associated with the length of absence.
 - b) The employer, because of an exposure to a communicable disease, places employee off work.
 - c) An approved shift trade or the employee finds their own coverage that is approved by management. At manager discretion, overtime may be approved for coverage.
 - d) If there is an unusual circumstance regarding attendance, the Executive Director will have discretion to return/not remove an attendance point. Any circumstance where this may occur will be communicated with the union in writing.

Section 33.5 Notification Supervisors will notify the employee when an employee has a remainder of 7 points in writing and when an employee has a remainder of 3 points in writing. If possible, an employee's Attendance Point Total will be added to their Paychex account.

Article 34 – Condition of Participation Mandatory Education

Section 34.1 HOL provides end of life care for patients who meet hospice criteria under the Medicare and other insurances benefit. HOL is then compensated in a per diem reimbursement for providing such care. HOL must follow the Conditions of Participation (COP). As such there are personnel and education mandates which must be followed.

Section 34.2 In order to comply with the mandates the parties agree to the following:

The following is a list of mandated criteria but is not intended to be an all inclusive list. However, additions to the list must be requirements of the COP.

- a) Annual TB test
- b) Hepatitis B shot or declination of
- c) Car insurance registration and current proof of insurance (for those required to drive in the course of their duties)
- d) Current proof of licensure or certification
- e) 12 hours of in-service per calendar year for the hospice aides
- f) Safe serve certificates for the cooks
- g) Annual or every other year evaluation
- h) CPR certification or recertification
- i) Annual Blood Borne Pathogen review
- j) HIPAA competency/training
- k) Abuse and neglect competency/training

- l) MSDS competency/training
- m) Fire safety
- n) Competencies by discipline (e.g. Nursing and IV's)

Section 34.3 The HR department will contact the employee about missing or expired documentation. For most requirements above, outside of licensure or certification, the employee will have five (5) working days (not inclusive of weekends and holidays) to return the documentation. Failure to provide the documentation within those five (5) working days shall result in the employee being removed from the schedule without pay.

If the employee has not provided the required documentation with three (3) weeks of being removed from the schedule they shall be considered voluntarily quit.

In the cases of licensure or certification lapses the employee shall be removed from the schedule without pay if not obtained within the one (1) month grace period. The employee shall remain off the schedule so long as proof of their renewal application being submitted or pursued is provided to the employer within three (3) weeks of being removed from the schedule. The employee shall continue to be off the schedule without pay until the process is completed and the license or certification is obtained. Denial of the license or certification shall result in a voluntary quit.

Section 34.4 Training or competencies can be done in a variety of ways including computerized learning through RCTC or formal in services. If the employee cannot attend the formal in-service they is responsible for obtaining the skill/knowledge.

If an employee identifies a learning opportunity they would like to attend (such as an in-service or training program), the employee will request payment for the class to their supervisor at least 14 days in advance of the event for approval.

Section 34.5 From time to time, Lansing Community College or another institution, may offer HOL education in skill training. Participation in these programs shall be by mutual agreement between the Employer and the Union. If mutual agreement is reached, HOL will make every attempt to offer these seminars/trainings at times that will accommodate the 24/7 scheduling of the employees.

Section 34.6 The Employer shall make every attempt to allow competency training/check-off through an annual training program (e.g. Health Fair, Relias) that includes the ability to meet multiple requirement attainment.

Section 34.7 Management can schedule employees for mandatory meetings outside of an employee's usual schedule up to two times per year for group meetings and training.

Article 35 – Miscellaneous

Section 35.1 Savings Clause. If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, by any court or competent jurisdiction or through government regulations or decree, the validity of the remaining provisions of this agreement shall not be affected thereby.

Section 35.2 Work Rules. The Employer shall furnish the Union Steward and the Union Service Representative with a written copy of any new work rule. The Union shall have the right to grieve the reasonableness of any work rule established by the Employer.

Section 35.3 There shall be no restrictions on the use of volunteers by the Hospice of Lansing.

Section 35.4 The weekend shall be defined as all hours between 5:00pm Friday and 8:30am Monday for the Home Care program.

Section 35.5 Upon ratification of the 2022-2025 contract agreement, all union employees will be bumped up an additional wage step.

Article 36 – No Strike

Section 36.1 The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption. During the life of this contract, the Union, therefore, agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or any other interruptions of activities at the Hospice of Lansing. Failure or refusal on the part of any employee to comply with this Article shall be cause for discipline, up to and including discharge.

Section 36.2 During the life of this contract, the Employer shall not lock out its employees.

Article 37 – Duration

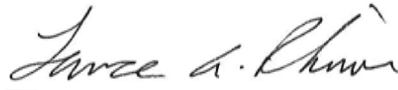
Section 37.1 Term of the Agreement. This Agreement shall be for the term beginning June 30, 2022 and shall continue in full force and effect until 12:00 midnight, May 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to terminate, amend or modify this Agreement.

For the Employer:

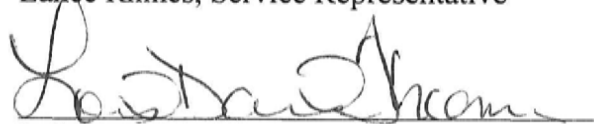


Andrea Earl, Executive Director

For the Union:



Lance Rhines, Service Representative



Lois Davis-Thomas, Service Representative



Stacy Springer, Bargaining Team