

Agreement

Between

MORRISON MANAGEMENT SPECIALISTS, INC., an operating sector of
Compass Group, NAD
-and-

OPEIU LOCAL 459, AFL-CIO



-for-

MCLAREN GREATER LANSING HOSPITAL

EFFECTIVE September 20, 2022 THROUGH September 30, 2025

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AGREEMENT

This Agreement is entered into by and between Morrison Management Specialists, Inc., located at 1955 Lake Park Drive Suite 400 Smyrna, GA (hereinafter referred to as "Employer, operating at McLaren Lansing - 2900 Collins Road, Lansing, Michigan, and Office and Professional Employees International Union Local 459, OPEIU, AFL-CIO (hereinafter referred to as "Union").

DIGNITY AND RESPECT

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline of employees shall be handled in a professional manner.

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 employees in the bargaining unit, so as to serve the best interest of the parties and the community. The Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives.

ARTICLE 2 - RECOGNITION

Section 1. Pursuant to the Certification of Representative issued by the NLRB on April 13, 2022 in Case 07-RC-290215, the Employer recognizes the Union as the exclusive Section 9(a) collective-bargaining representative of the employees in the following appropriate unit:

All full-time and regular part-time food service workers, patient dining employees, cooks, lead cooks and food unit leads employed by the Employer at or from its facilities located at 401 West Greenlawn Avenue, Lansing, Michigan, 2727 South Pennsylvania Avenue, Lansing, Michigan, and 2900 Collins Road, Lansing, Michigan, but excluding all chefs, dieticians, office clerical employees, managers, professional employees, confidential employees, guards and supervisors as defined in the Act, and all other employees.

Section 2. For the purpose of this Agreement, full-time employees are regularly scheduled to work 60 - 80 hours per pay period and regular part-time employees are regularly scheduled to work 32-59 hours per pay period.

- a. All hours worked by part-time employees shall be considered as scheduled hours for purposes of this Section.

- b. Temporary/casual workers are those that are not normally scheduled hours each week, unless covering for employees on Leaves of Absence.

Section 3. Employees 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 employee's initials. Example: ab/opeiu459afl-cio. The Union will not send any correspondence or communications regarding Union business on Employer stationary.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as specifically limited by an express provision of this Agreement, the Employer shall have all rights at common law and the complete and exclusive management of its operations, control of the premises, direction of the working forces and Employees and maintenance of efficient operations. The Employer's failure to assert and/or failure to exercise any such management right shall not in any way abrogate such right nor be construed or interpreted as a waiver by the Employer of any such right. These rights shall include, but are not limited to the right to:

- determine the size and composition of the work force, staffing levels and patterns and to supervise and manage Employees;
- determine the work to be performed, the method and places of performing work, the classification(s) to perform such work, and standards to be met for employment;
- alter, combine, or abolish any job classification or service;
- determine the duties and responsibilities of Employees;
- hire and lay off Employees;
- determine the qualifications of Employees, including training and educational requirements;
- determine production and work standards, methods and evaluate and change any such standards and methods
- determine the quantity and type of equipment to be used, and the staffing requirements of such equipment;
- determine standards of utilization, productivity and quality of work to be done;
- reorganize, discontinue, or enlarge any part of the Employer or any department or section;
- maintain order and efficiency;
- conduct mandatory in-service training
- adopt, revise and enforce reasonable work, employment, safety and health rules, regulations, policies and standards;
- discipline or discharge bargaining unit Employees for just cause;

- evaluate, classify, promote or Employees, determine scheduling and shifts, including overtime, the number of hours to be worked and breaks;
- determine what services will be offered and/or conducted by the Employer
- carry out the ordinary and customary functions of management subject only to such specific restrictions governing the exercise of these rights as are expressly set forth in this Agreement.

ARTICLE 4 - NO STRIKE – NO LOCKOUT

Section 1. Prohibited Activity.

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 take part in any strike, slowdown, sympathy strike, or other interruption of the normal work of the employees; nor will the Union cause or permit its members to cause picketing of the premises in or around the facility. Should the employees engage in any work stoppage or other interruption of work, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage, until the stoppage or interruption has ceased.

Section 2. Employer's Right to Discipline.

The Employer shall have the right to discipline up to and including discharge, any employee who instigates, participates in or gives leadership to any strike, work stoppage or interruption in the normal work duties of the employees. If the Employer issues discipline against those who violate the prohibitions in this article, and such discipline is challenged through the grievance procedure, and the same proceeds to arbitration, the arbitrator shall only have the ability to determine if the employee's actions were in violation of this Article, and not substitute his/her judgement of the penalty assessed.

Section 3. Employer Agrees Not to Lockout.

The Employer will not lockout any employee during the term of this Agreement.

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer actively supports the principle of Equal Opportunity for all. No discrimination will be shown employees or applicants because of age, sex, sexual orientation, gender identity, 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 employee who qualifies for ADA consideration, or an alternative which is otherwise statutorily required and is reasonable under

the circumstances. Such meetings shall occur within five (5) working days of a request, unless mutually agreed as otherwise.

ARTICLE 6 - SUCCESSORS AND ASSIGNS

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

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

ARTICLE 7 - CHECK OFF

Section 1. The Employer will deduct from the pay of each employee 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 employee, in the form and according to the terms of a valid authorization form (Voluntary Authorization For Deduction Of Union Dues Form). The Union will certify to the Employer the dues formula/deductions to be made. Such formula may not be changed more than once per year.

a. The Employer will deduct from the pay of employees in any month the Union membership dues becoming due and payable in the next succeeding month but only for amounts accrued while that employee 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, not later than the last day of the calendar month following the 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 reason the Employer fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 5. If, during the term of this Agreement, the payment of union dues as a condition of employment becomes permissible under the laws of the State of Michigan, the parties will meet within thirty (30) days of the effective date of such law or legislation to negotiate appropriate union security language into this Agreement.

ARTICLE 8 - SUBCONTRACTING

Consistent with its management rights, the Employer may subcontract bargaining unit work. Prior to subcontracting, the Employer will make every effort will be made to give 30 days' notice of the subcontracting. Upon the Union's request, there will be a meeting to discuss the subcontracting. After 30 days' notice, the Employer may proceed with the subcontracting.

ARTICLE 9 - UNION REPRESENTATION

Section 1. For purposes of providing representation under this Agreement, and for the negotiation of successor agreements, the Union may be represented by one seniority employees (union steward) for each shift, and one Chief Steward. In the case of a absence of the a steward or Chief Steward for greater than one week, an alternate steward may be named. The Union will certify to the Employer, in writing, the name and contact information of all stewards and other Union Representatives, employed by the Union, who may represent employees at the Employer's place of business.

Section 2. The names of the stewards, alternate stewards and collective bargaining representatives shall be provided to the Employer by the Union, in writing, and the Employer shall not be obligated to meet for purposes of grievance processing, or other matters concerning the enforcement of this Agreement, with persons other than those designated by the Union.

Section 3. In grievance 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. The Employer will grant necessary time off to the Chief Steward and stewards during scheduled working hours to investigate and process grievances.

Section 5. All documents regarding employee discipline, and Employer grievance procedure answers, may be served via email. The Employer agrees to provide copies of all written discipline of bargaining unit members to the Union through email.

Section 6. The Employer recognizes the right of the Union and its Stewards to have reasonable access to bargaining unit employees. The Union will make every effort not to disrupt work flow. The Union may be permitted to hold union meetings on the Employer's premises, if available.

ARTICLE 10 - WORK RULES

The Employer reserves the right to promulgate and publish new or revised work rules and regulations not inconsistent with this Agreement. The Employer shall furnish the Chief Steward and the Union Service Representative a written copy of any new or revised work rule or regulation at least thirty (30) days in advance of the effective date of the work rule or regulation. If a rule is changed, the employer will provide the current work rule that was in effect along with the revised work rule. Upon request, the Employer shall meet with the Union to discuss the new or revised work rule, and the rule shall not be implemented until the parties have met. The Union shall have the right to grieve the reasonableness of application of any work rule or regulation promulgated by the Employer.

ARTICLE 11 - DISCIPLINE

Section 1. Employees who are requested to meet with an Employer representative in a meeting which may lead to discipline, may be represented by a Union steward if the employee so chooses. All disciplinary actions will be issued only for just cause. A non-probationary employee who is disciplined may contest such discipline through their Union Steward utilizing the grievance procedure set forth in this Agreement.

Section 2. Employees will receive notice of discipline promptly after the Employer learns of the event that gives rise to the disciplinary action or the Employer shall forfeit the right to discipline the employee. Employees not present at work, for any reason, may be provided with notice of disciplinary action via letter mailed to their last known address of record. On the same day the employee is issued (or mailed) the disciplinary action, the Employer shall provide the Chief Steward with a copy.

The Employer may discipline or discharge for just cause. Discipline for work performance or attendance will usually follow a progressive nature (warning, suspension, termination). However, discipline for serious violations of Employer policy may result in discharge, without a prior warning.

Attendance: A first documented counseling will be issued at 4 points. Prior to termination, and at the final warning/suspension level, there will be a conference between the associate, the union and the Employer to discuss the associate's continued employment.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is defined as a complaint or dispute arising during

the term of this Agreement concerning the application or interpretation of a provision or provisions of this Agreement.

Grievances shall be signed by the affected employee or employees, and filed by a union steward, and, shall set forth the following information:

- 1) Date of occurrence, or date of knowledge of occurrence, of each alleged violation, whichever is later;
- 2) Manner of alleged violation (including the name, if applicable, of the management representative who allegedly violated the Agreement);
- 3) The section(s) of the collective bargaining agreement that the employee(s) signing the grievance allege the Employer violated.
- 4) Relief sought.

In order to be timely, a written grievance must be filed within 10 working days after knowledge of the occurrence of the event or action giving rise to the grievance.

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 an answer is not received within the time limits prescribed, shall be deemed settled based on the relief sought by the opposing party in the grievance. Any grievance not timely advanced to the next step within the prescribed time limits shall be deemed settled on the basis of the opposing party's last answer.

Section 3. When an employee and his/her immediate supervisor have a dispute concerning the application or interpretation of this Agreement, both are encouraged to resolve it through informal discussion, with or without a union steward. Such discussion shall occur within seven 5 working days of the date of knowledge of the event leading to the dispute. Any resolution reached shall be in writing, signed by the employee and supervisor, and the steward if one was present for the discussion. If such discussion does not resolve the problem, then a Union Steward may file a written grievance. The written grievance shall be filed within 5 working days from the date of the informal meeting.

Section 4. Time limits under this Article may be extended by written agreement of both parties, which may be via email communication.

STEP 1: Within seven (7) working days after receipt of the written grievance the supervisor/manager shall meet with the Union Steward and the employee to discuss the grievance. A written response from the supervisor/manager shall be sent to the Union within the same seven (7) working days.

Class Action grievances, and grievances involving Employees without a supervisor between them and the Department Manager, may be filed at Step 2.

STEP 2: Within seven (7) working days after receipt of the Step 1 written answer, the matter may be appealed to the Department Manager or designee, who shall meet with the Union's Representative and the employee. A written answer shall be delivered within seven (7) working days from the date of the meeting.

STEP 3: Within ten (10) working days after receipt of the Step 2 answer, the matter may be appealed to the Regional Manager or designee, who shall meet with the Union's Service Representative and the employee within ten (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 ten (10) working days following the Step 2 meeting. If the grievance is not settled, the Union may request arbitration as set forth in Article 13 of this Agreement.

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

Section 6. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at the time the grievance was filed. In no circumstances is the Employer liable for back wage claims greater than 6 months from the time of filing of the formal grievance.

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 or suspensions may be advanced immediately to Step 3.

ARTICLE 13 - ARBITRATION

Section 1. Either party may request arbitration of any unresolved grievance. The party desiring arbitration must notify the other party, in writing, within thirty (30) calendar days from the date of the Step Three answer of the Intent to arbitrate. The notice to arbitrate may be provided to the other party via email. If no notice to arbitrate is timely made, the grievance shall be deemed settled on the basis of the Step Three written answer.

Section 2. Upon notice of the intent to arbitrate a grievance, the Union and Employer shall attempt to resolve the dispute through non-binding mediation utilizing the services of a mediator assigned through the Federal Mediation and Conciliation Service, from another mutually agreed source. The mediation shall be scheduled as soon as possible following the notice to arbitrate.

If the dispute is not resolved through mediation, the parties shall select an arbitrator from the a list of 7 arbitrators, provided by FMCS. The arbitrator will be selected by alternately striking

arbitrators until one is chosen. The Union may strike the first name.

Section 2. The arbitrator shall resolve disputes between the parties only over the interpretation or application of matters specifically covered in this Agreement and cited in the grievance, and which are not excluded from arbitration. The issue of whether or not a grievance is arbitrable due to timeliness shall be decided by the arbitrator consistent with the specific deadlines set forth 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, unless otherwise mutually agreed.

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. In the event a case is appealed to an arbitrator and the arbitrator finds that he or she has no power to rule on the issue, the matter shall be referred back to the parties without decision or recommendation on the merits of the case, unless otherwise mutually agreed.

Section 4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and shall not be based on extra contract matters or laws not specifically incorporated in this Agreement.

Section 5. The expenses of the arbitrator shall be shared equally by the parties. Employees and the Grievant may be released from work with pay to provide testimony at an arbitration proceeding, held on site (Client's site). 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. The decision of the arbitrator shall be final and binding on the Union, the bargaining unit employees, and the Employer.

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

ARTICLE 14 - SENIORITY

Section 1. An employee's seniority shall date from that employee's last date of hire by the Employer and shall include all continuous service from that last date of hire. Employees shall maintain Seniority for all purposes set forth in this Agreement.

Section 2. All new employees covered by this Agreement shall be considered as probationary employees for the first ninety (90) calendar days of employment. The probationary period may

be extended once for up to an additional sixty (60) calendar days by if the Employer provides written notice to the Union prior to the expiration of the original 90 calendar day probationary period. During the probationary period, the Employer, in its sole discretion, shall have the right to dismiss or terminate any probationary employee. An employee so terminated shall not have recourse to the Grievance Procedure. A new employee shall earn seniority on successful completion of the probationary period and be credited with seniority retroactive to the date of hire and shall receive benefits in accordance with the provisions of this Agreement.

Section 4. A seniority list by job classification shall be posted in January, March, June, September of each contract year and a separate copy providing hourly pay rates shall be provided to the Union. A list will be made for regular full-time, regular part-time employees.

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

- a. If the employee quits.
- b. If the employee is discharged for cause.
- c. If the employee 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 employee fails to return to work within 5 calendar days after the Employer's notice of recall from layoff (sent by certified mail,
- e. If the employee overstays a leave of absence, unless written permission is granted by the Employer for an extension of the leave.
- f. For any leave of greater than 1 year, except workers compensation
- g. For workers compensation leave of greater than 18 months.
- h. If the employee gives a false reason for obtaining a leave of absence or engages in other employment during such leave.
- i. If a settlement with an employee has been made for total disability.
- j. If the employee is retired.
- k. If the employee is on layoff for a continuous period of twelve (12) months or length of seniority, whichever is less.

Section 6. The Employer shall have no obligation to permit the return of any persons to the bargaining unit who have been promoted or transferred to a non-bargaining unit position.

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

If an employee is transferred back into, or otherwise reenters, the bargaining unit, then the employee shall begin to re-accumulate additional Union Seniority and may exercise any frozen Union Seniority to apply for, or bid on, a position within the bargaining unit.

Section 8. It shall be the responsibility of each employee to provide the Employer with a current

address and telephone number. The Employer shall rely on that address and telephone number with regard to all matters, including contact regarding layoff and recall.

ARTICLE 15 - LAYOFF AND RECALL

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 employees' seniority rights enumerated in this Article.

Section 2. If a layoff is necessary in a particular job classification, an employee in the department shall be laid off as follows: Prior to layoffs, volunteers shall be sought. If there are more volunteers than necessary, they will be selected by seniority.

a. Regular Full-time employees.

- 1) if full-time employees must be laid off within a department covered by this Agreement, then probationary full-time employees (with the least-Seniority) shall be laid off first.
- 2) if further full-time layoffs are necessary, then seniority (non-probationary) full-time employees with the least Seniority in the affected department shall be laid off next.

b. Regular Part-time employees.

- 1) if part-time employees must be laid off within a job classification or department covered by this Agreement, then probationary part-time employees (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 employees (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 employees shall be recalled first to their job classification.

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

The displaced employee must be willing to work the shift and hours of the bumped employee. If the new classification is a lower rate, the displaced Employee will be paid on the new scale commensurate with his/her length of service with the Employer. Employees 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 employee be transferred to another job in the

Employer in lieu of layoff, then such employee shall receive the rate of pay for the job into which the employee 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 employee. 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 in order of seniority high to low; when there are no volunteers, the rotation list shall begin with the lowest seniority employee and shall rotate through the highest seniority person, before beginning to rotate again with the lowest seniority employee.
- 2) Any employee who volunteers for and is given a temporary layoff, will be credited with a temporary layoff on the rotation list.

b. Indefinite layoffs.

An employee being laid off indefinitely shall be given a written notice no less than 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, to the extent allowed by applicable federal law.

ARTICLE 16 - FILLING POSITIONS

Section 1. It is the intent of the Employer to promote from among employees in the bargaining unit, and the Employer shall provide necessary training to facilitate such promotions. When the Employer determines a vacancy exists in a bargaining unit job classification, and determines to fill the vacancy:

- a. the bargaining unit position opening to be filled will be posted for seven (7) calendar days
- b. The position will be awarded to the most senior employee possessing the qualifications for the posted position, with the exception that the Employer may also consider an employee's disciplinary record over the prior six months.
- c. All employees covered by this Agreement shall be permitted to bid on any open position.
- d. If no applicant is deemed qualified, or no employee timely bids, the Employer can then

hire (or appoint an employee from outside the unit) to fill the position.

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

ARTICLE 17 - BARGAINING UNIT WORK

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

Section 2. Non-bargaining unit employees shall not perform bargaining unit work except in cases of emergency, If necessary for patient care, supervisors may perform similar or identical duties to unit personnel.

ARTICLE 18 - PAY PERIOD AND DEDUCTIONS

Section 1. Employees shall be paid for all scheduled hours worked. Employees covered by this Agreement shall be paid at least bi-weekly. The normal payroll is bi-weekly, Friday 12:01am until Thursday midnight two weeks thereafter.

Section 2. Any deductions made from the check of any employee covered by this Agreement shall be shown on the employee'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 employees.

Section 3.

- a. **Overpayments:** Employees 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.
- b. **Underpayment:** Any error in pay greater than 4 hours pay which is not the fault of the employee shall be corrected as soon as possible but no later than 3 working days after the employee brings it to the Employer's attention.

ARTICLE 19 - 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 Thursday midnight, and ending Friday 2 weeks later. The regular schedule of an full time associate's working day shall consist of eight (8) hours-twelve (12) consecutive, if possible, except for an unpaid lunch period.
- b. The Employer will pay time and one-half to bargaining unit associates for all authorized hours actually worked in excess of forty in a single work week. The work week commences Thursday midnight and ends at Friday the next week.

Section 2.

- a. The Employer shall plan work schedules recognizing among other factors, the fairness of associates taking turns working weekends and holidays. Schedules will be posted one week prior to the effective date of the schedule.
- b. Adjustments to the posted schedule will not be made with less than 48 hours notice, except in emergencies.

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. An unpaid lunch period of 30 minutes will be provided for associates working more than 5 hours.

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

Section 7.

- a) Associates will not incur attendance points if they clock in within 6 minutes of their scheduled start time.
- b) An absence of two (2) consecutive working days, without notice, shall conclusively be presumed a voluntary quit.
- c) If an employee is scheduled on a weekend, and calls out, they will be re-scheduled to a future weekend that the Employer requires them within 30 days, unless scheduled for vacation.

ARTICLE 20 – HOLIDAYS

All regular Full time and Part Time associates that have completed probation will be eligible for paid holidays as follows:

Currently recognized holidays:

- 1) New Year's Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Christmas Day

Each of the days will be designated as observed by the client (McLaren Hospital).

Full time employees will be paid 8 hours for the holiday not worked. Part time employees will be paid 4 hours for the holiday not worked

To be eligible for holiday pay, the employee must work their regularly scheduled shift before and after the holiday.

Employees who work on the holiday will be paid time and one-half, in addition to their holiday pay for hours actually worked on the holiday.

Should McLaren-Lansing recognize additional holidays or change the holiday calendar, Morrison and the Union will meet to come to agreement on extending those additional holidays or adjusting the holiday calendar.

ARTICLE 21 – PAID TIME OFF (PTO)

Associates will earn PTO as per the chart below:

Length of service as of October 1	Accrual Per hour worked	Hours Earned (not to exceed)
0-2	.0385	80 hours
3-7	.0577	120 hours
8+	.0769	160 hours

VACATION ACCRUAL:

- 1) **Newly eligible Associates:** Associates may begin using earned vacation days after ninety (90) days of continuous employment and will be eligible for vacation according to the schedules above based on length of service as of October 1st of each fiscal year. Vacation hours for Associates working less than forty (40) hours and no less than thirty (30) hours will be prorated. Vacation accrues as work is performed including accrual for partial months of service on a prorated basis.
- 2) **Associates on approved Leave of Absence:** Associates on an approved Leave of Absence such as, but not limited to, Leave under Workers Compensation or Family and Medical Leave, will not earn paid vacation time during such Leave. Vacation days may not be used to extend an approved leave of absence, however, they may be used concurrently with the leave for the purpose of receiving pay.
- 3) **Carry-Over and Reasonable Cap on Vacation Accrual:** Each year (October of each year), and employee may carry over not more than 40 hours of earned vacation. The maximum vacation that an Associate may accrue at any time shall not exceed the accrual for a period of one (1) year and nine (9) months at the Associate's then current annual accrual rate. The accrual cap is equal to 1.75 times the annual accrual. If an Associate's accrued and unused vacation balance reaches the maximum cap, the Associate will not accrue any additional vacation. If the Associate later uses enough vacation to fall below the maximum cap, the Associate will resume accruing vacation.
- 4) **Vacation Advances:** In addition to an Associate's vacation entitlement and at management's discretion, the Company may advance up to five (5) days of vacation to an Associate as long as the advance does not exceed the maximum vacation accrual for that fiscal year. Requests for advances beyond five (5) days will be considered for unique situations only (i.e. an Associate's marriage, an Associate's wishing to go home to a foreign country requiring extensive travel, or upon the birth of a child in the first six (6) months of a year) and will require approval from the Regional Vice President and the Sr. Director of Human Resources. The Company reserves the right and discretion to deny any such requests.

VACATION SCHEDULING:

- 1) Vacation may not be taken in less than one-half (½) day increments unless required by federal, state, or local laws. No Associate will be allowed to take more vacation than the Associate's current year's entitlement during any one (1) fiscal year. Vacation days may not be used to extend an approved Leave of Absence; however, they may be used concurrently with the Leave for the purposes of receiving pay.
- 2) Vacation time must be scheduled with the Associate's supervisor. Requests will be granted based on business needs and then by length of Associate service and on a first come first serve basis. To ensure smooth and efficient operation, the final right to schedule vacation time is reserved by the Company.
- 3) Cash Handling Positions: Associates working in cash-handling positions must take vacation in increments of at least three (3) consecutive working days at least one (1) time per year.

VACATION PAY:

- 1) Vacation pay is based on the average hours worked* by an Associate in the previous three (3) months and the Associate's straight time (base) pay rate in effect at the time vacation is taken/paid.
- 2) Associates will not receive vacation pay in lieu of taking earned vacation.
 - a. Average hours worked by an Associate is calculated as the total number of hours worked in previous three (3) months divided by the total number of days worked in the previous three (3) months. An eight (8) hour cap applies for a regularly scheduled eight (8) hour shift; ten (10) hour cap for a regularly scheduled ten (10) hour shift; and twelve (12) hour cap for a regularly scheduled twelve (12) hour shift.

Vacation and Overtime: Vacation days taken will not count as time worked for the purpose of calculating overtime during the week in which vacation is taken.

ARTICLE 22 - UNION ORIENTATION

The Employer shall allow the Union to be placed on the curriculum for 15 minutes once monthly for new employee orientation. The Employer will allow the Union to meet with prospective members without the Employer being present for the aforementioned 15 minutes.

ARTICLE 23 – SEVERABILITY

If any provision of this Agreement is in conflict with any existing or future state or federal law, which law is applicable and enforceable with regard to such provision of this Agreement, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect. Any provision found in conflict will be subject to renegotiation.

ARTICLE 25 - MISCELLANEOUS

Section 1. Employees 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 employee.

Section 2. The Employer agrees to provide a bulletin board for use by the Union for the following types of information:

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

Section 5. Employees leaving the service of the Employer may have their employment verified by calling the HR Service Center at 877-311-4747

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 provide the employees affected by revised job descriptions with a copy of such revision and will also provide copies to the Union. Upon request by the Union, the Employer shall meet to discuss any new or changed job descriptions.

Section 7. up to three (3) persons designated by the Union and three (3) persons designated by

the Employer may meet quarterly, or on the request of either party to discuss matters of general or specific interest. 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. These meetings shall not be used for the purposes of conducting grievance hearings, and further are not bargaining meetings, but rather to discuss issues of mutual interest in an effort for better communication and early issue resolution.

Section 8. The Employer shall provide uniforms for each full-time and part-time employee as per its current policy, shoes may be ordered via the Employer's shoe-program.

Section 9. The Employer may evaluate employees as per its policy and practices. If evaluations are provided, written evaluation will be provided to each employee. Employees shall be allowed attach written comments to each evaluation and such comments shall be included with the evaluation as part of the employees' personnel file.

ARTICLE 26 – BENEFITS AND RETIREMENT

Section 1. Benefits: The Employer will offer eligible employees the Standard Union Plan 2 compliment of benefits, including medical, dental, vision and disability.

Eligibility, benefits and limitations are provided for in the Summary Plan Descriptions for those benefits, and the SPD is the controlling document

Section 2. Retirement: The employer will offer eligible employees a 401(k) plan. Eligibility, benefits and plan rules are contained in the plan documents.

ARTICLE 27 - WAIVER AND COMPLETE AGREEMENT

Section 1. Waiver. The parties acknowledge that during the negotiations which result in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects that have been discussed and negotiated upon the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively except by mutual agreement, with respect to any subject or matter referred to or covered in this Agreement or in respect to any subject or matter not specifically referred to or covered by 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 they negotiated or signed this Agreement.

Section 2. Agreement. This Agreement and its appendices express the complete understanding of the parties on the subject of wages, benefits and conditions of employment.

ARTICLE 28 - AMENDMENT AND TERMINATION

Section 1. This Agreement is effective on September 20, 2022 and shall continue in full force and effect until 11:59 p.m. September 30, 2025 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 prior to September 30, 2025 that a party desires to renegotiate this Agreement.

This agreement will continue in full force and effect while the parties negotiate a successor collective bargaining agreement. If the parties cannot agree on a successor collective bargaining agreement, then either party may terminate the agreement with 10 days' written notice after September 30, 2025, or the original expiration of this current agreement.

For the Union:

Sharon Taylor, President

~~Sharon Taylor, President~~

Monica D. D.

Charles J. Pary

Zoe Deana Simpson

For the Employer:

Mary Howard

Mary Howard, RVP, Morrison Healthcare

APPENDIX A – WAGES

Effective September 30, 2022, all current employees, and new hire rates will increase by \$.50/hour

Effective September 30, 2023, all current employees, and new hire rates will increase by \$.50/hour

Effective September 30, 2024, all current employees, and new hire rates will increase by \$.50/hour.

Wage Scale (new hire):

Classification	9-30-2022	9-30-2023	9-30-2024
Food Service Worker	\$14.50	\$15.00	\$15.50
Cook	\$15.50	\$16.00	\$16.50

Ratification Bonus:

If the new agreement is ratified by September 20, 2022, all regular Full Time associates that have passed probation and are actively on the payroll on September 30, 2022, will receive a one-time payment of \$500 in gross wages.

If the new agreement is ratified by September 20, 2022, all regular Part Time associates that have passed probation and are actively on the payroll on September 30, 2022, will receive a one-time payment of \$250 in gross wages.

Letter of Understanding – Attendance Bonus Trial

Morrison at McLaren Lansing and OPEIU Local 459 discussed offering an attendance bonus to current employees in an effort to boost attendance during negotiations for a new CBA that would commence in September, 2022.

After discussions, the parties have agreed on the following as a trial:

Non-probationary employees are eligible. Non-probationary employees who do not have any attendance points assessed during a ¼ period (Oct-Dec, Jan-Mar, April-June, etc.) will receive \$125.00 gross wages, paid at the end of the quarter.

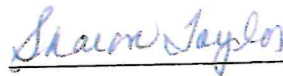
This trial program will be assessed in June, 2023. If the results are deemed satisfactory to the Employer, the program may be extended beyond October, 2023. If the results are not satisfactory to the Employer, the Employer may discontinue the program.

Should the program continue, it will do so on a yearly renewal basis. Specifically, the program will be renewed each June of the current CBA (2022-2025). At each renewal period, the Employer will decide whether to renew the program, or discontinue the program.

This Letter of Understanding will terminate with the current collective bargaining agreement, unless renewed by mutual agreement.



For Morrison, an operating sector of
Compass Group, NAD



For OPEIU Local 459

Date: 3/16/2023