

**ORIGINAL**



**Collective Bargaining Agreement between**

**OPEIU Local 459 AFL-CIO**

**and**

**Visiting Nurse Services of MI**

**October 2016**

## **AGREEMENT**

This Agreement is entered into this August 31, 2016, between the Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter referred to as the "Union", and Visiting Nurse Services of MI, its successors or assigns, hereinafter referred to as the "Employer", or the "Agency".

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, so as to serve the best interests of the parties and the community.

The parties recognize the interest of the clients served and the job security of the employees depend upon the Employer's success in continuing to provide services to the community.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

## **ARTICLE 1** **RECOGNITION**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all:

### Active Job Titles:

- Licensed Practical Nurses
- Home Health Aides
- Pharmacy Technician I
- Pharmacy Technician II

### In-Active Job Titles

- Accounting Assistant/Reimbursement
- Transcriptionists
- File Clerks
- Patient and Office Technician
- Documentation Specialists
- Receptionist
- Medical Records Specialist
- Office Support Technician
- Phlebotomist
- Customer Service Coordinator

and any new classification performing substantially the same job duties and/or functions as the above classifications employed at the Employer's VNSM facility located at 2815 S. Pennsylvania, Suite 4, Lansing, Michigan 48910, or any new buildings to which the employees in a classification recognized as a part of this bargaining unit and this operation are transferred, but excluding all other technical and professional employees, temporary, casual employees, volunteers, students, managers, supervisors, confidential employees, and guards defined by the Act, and all other employees.

## **ARTICLE 2**

### **UNION – MANAGEMENT COOPERATION**

**Section 1.** The Employer and the Union agrees that they will not discriminate against an employee because of the employee's union membership or non-union membership, union activity, or lack of union activity as outlined in this Agreement.

**Section 2.** Both the Employer and the Union agree to promote affirmative action and neither shall, in carrying out their obligations under this contract, discriminate in matters of hiring, training, promotions, transfers, layoff, discharge, or otherwise because of race, creed, color, national origin, marital status, sex, age, handicap, disability, veteran's status, citizenship, and sexual orientation to the extent covered by law.

**Section 3.** The provisions of this contract shall be administered and interpreted in a fair and equitable manner by both parties.

## **ARTICLE 3**

### **UNION SECURITY**

**Section 1.** The Employer agrees that all employees covered in Article 1 of this Agreement shall may become and remain members of the Union or may not become or remain members of the Union. New employees hired subsequent to the effective date of this Agreement and employees in the probationary period on the effective date of this Agreement may become and remain members of the Union upon completion of the probationary period or may choose not to become and remain members of the Union upon completion of the probationary period.

**Section 2.** Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may choose to become members of the Union, or may choose not to become members of the Union for the duration of this Agreement upon completion of the probationary period.

**Section 3.** At the time of hire, employees in positions as defined in Article I shall have their name and position title will be given to the steward. Upon successful completion of the probationary period, the steward or alternate steward may schedule a contract

orientation period at the agency, on agency time, not to exceed one hour. Such paid orientation sessions will be scheduled with the supervisor such that sessions will be done with the minimal impact on job performance and will be done with groups of employees where possible.

**Section 4.** The Employer shall provide the Union, each calendar quarter, the name, address, telephone number, classification, date of hire, and rate of pay of all new employees covered by this Agreement, the names of all terminated employees, and all changes in addresses and telephone numbers of present employees.

**Section 5.** No supervisor, as defined in Article 1, shall perform any work which is normally or customarily assigned to employees covered by this Agreement if it will deny employment to regularly scheduled employees or prevent the reasonable growth of the bargaining unit.

**Section 6.** No work normally or customarily performed by members of the bargaining unit shall be outsourced to any community health care affiliate or outside agency contractor, subcontractor or individual.

## **ARTICLE 4**

### **CHECK-OFF DUES**

**Section 1.** The Employer agrees to deduct union dues, initiation fees, assessments, as levied and officially designated by the Union from the wages of each employee every pay period, and shall pay the same to the Secretary-Treasurer of OPEIU, Local 459 AFL-CIO within ten (10) days, if the employee chooses to become a member of the Union.

Commencing the first full month after completion of the probationary period, an initiation fee and Union dues may be deducted from the employee's earnings if the employee chooses to join the Union. The initiation fee owed, if any, may be deducted from the first paycheck of the effective month if the employee chooses to become a member of the Union. Dues may be deducted every pay period if the employee chooses to become a member of the Union .

**Section 2.** The employee shall provide written and signed authorization in accordance with a standard form provided by the Union.

**Section 3.** The Union hereby authorizes the Employer to rely upon and to honor certification by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and fees. Except where prohibited by law, the Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability and attorney fees that arise out of, or are proposed by reason of, the Employer's actions taken to comply with Article 4 or Sections 1, 2 and 3 and Article 3.

## **ARTICLE 5**

### **DEFINITION OF EMPLOYEE**

**Section 1. Full-time Employee.** A full-time employee is an employee whose schedule of work is on a regular and consistent basis, and consists of seventy (70) to eighty (80) hours per two (2) week pay period. Employees shall be entitled to all benefits enumerated in this agreement, consistent with the terms and limitations set forth in any applicable plan documents.

**Section 2. Part-time Employee.** A regular part-time employee whose schedule is on a regular and consistent basis, and usually consists of forty (40) hours but less than seventy (70) hours in one two (2) week pay period.

**Section 3. Temporary Employee.** It is not the intent of the Employer to deprive bargaining unit members of hours or earnings through the hiring of temporary employees. Temporary employees will only be used to cover hours worked by new employees being trained in an established departmental orientation program, short term special projects, hours replacing bargaining unit employees who are on paid or unpaid leave or hours worked in a vacant position which is posted. No temporary employee shall be paid at a rate higher than the rate of pay of a bargaining unit employee doing comparable work.

**Section 4. Probationary Employee.** Newly hired employees shall be considered on probation for a period of six (6) months from the date of hire. Probationary employees may be terminated without any recourse whatsoever. After successful completion of the probationary period, seniority shall be effective retroactive to the current date of hire.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

**Section 1. Management's Reserved Rights.** Except as expressly limited by the terms of this Agreement, the Agency retains and shall have the sole and exclusive right to manage and operate the Agency in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedure, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to make judgments as to the ability and skills of its employees; to continue and maintain its operations as in the past, to study and use improved methods and equipment; use outside assistance or engage independent contractors to perform any of the Employer's operations or phases thereof

(subcontracting); and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Agency and shall not be subject to arbitration procedure established in this Agreement.

**Section 2.** All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

**Section 3.** The Employer shall have the right to make, amend, supplement, add to or delete agency rules or regulations pertaining to conditions of employment during duration of this Agreement; provided, however, that the Employer shall notify the Union at least five (5) workdays prior to the effective date thereof. The Union shall have the right to grieve the reasonableness of any rules provided that the rule change is not caused by a change in the Federal or State regulations which govern the Employer's operation. However, no rule or regulation shall violate any provision of this Agreement.

## **ARTICLE 7** **REPRESENTATION**

The Employer agrees that elected Union representatives engaged in Union representation as outlined in this Agreement shall be entitled to reasonable release time as needed during their work shift without loss of benefits or salary.

- a. Grievance Adjustment – The Employer will grant necessary and reasonable time off with pay during a grievant's scheduled working hours if said person must participate in the processing of grievance with management representatives.
- b. Facility Access – Non-bargaining unit Union representatives, after first giving prior notification to the President or his/her designated representative, may visit areas of the facility where bargaining unit employees they represent are located, for the purpose of representing such employees in meetings with the Employer or assistance with processing grievances at Step II, provided that such visits occur at reasonable intervals during working hours and do not interfere with the normal operations of the facility. The Union Representative(s) shall be called to the office of the Employer at a bargaining unit member's request and the Union Representative(s) shall have immediate access to the office(s) of the Employer in emergency situations. Such representation may occur only within the rented office suites of the Employer and may not occur at other work sites to which employees are or may be assigned.
- c. Reporting - When it is necessary for a recognized union steward to leave the work station to handle a grievance in accordance with the grievance procedure, such steward shall request permission to leave the job from the Supervisor. If it is not

feasible for the steward to be relieved of his/her job duties upon request, s (he) shall be excused as soon as the supervisor has made proper arrangements. Once released, the steward shall return to the job as promptly as possible and upon return shall report to the supervisor in charge.

## **ARTICLE 8**

### **NEGOTIATION PROCEDURE**

The parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations subject only to ratification by the Agency board of directors and Union membership. Any agreement negotiated shall apply to all members of the bargaining unit unless otherwise specified.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

**Section 1. Statement of Purpose.** The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties seek to secure, at the lowest possible level, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.

**Section 2. Definition.** "Grievance" shall mean a complaint by a group of employees, or by an individual employee, based upon an event, condition, or circumstances under which the employee works, allegedly caused by a violation, misinterpretation, or discriminatory application of any provision of this Agreement. Using the grievance form provided, any grievance filed shall adequately set forth the facts pertaining to the alleged violation. It is the intent of this section that the employee or employees filing a grievance will apprise the Employer of the facts of that grievance. The term "days" shall mean workdays, as defined under this Agreement, and as otherwise recognized by the Employer. It is understood that any time limit contained in this article may be altered by mutual agreement.

**Section 3.** The Union shall elect a steward and an alternate-steward, who shall represent them in handling of all grievances. A representative of the local Union may substitute for the steward or alternate-steward.

**Section 4.** The steward or alternate-steward shall be allowed to receive, investigate and process grievances during working hours.

**Section 5.** Grievances shall be processed with the following steps:

- Step 1. An employee with a complaint, with or without her/his steward at the employee's option, shall discuss the matter with her/his immediate supervisor within ten (10) days of reasonable discovery of the incident which gave rise to the complaint.
- Step 2. Within ten (10) working days of reasonable discovery, the employee with her/his Union steward shall reduce the complaint to writing by providing a factual account of the situation, citing the section of the contract involved, specifying the relief requested, and submitting the grievance to the appropriate manager or designee in charge. The manager or designee shall meet with the Steward and Grievant within three (3) working days of receipt of the grievance and shall place her/his answer on the grievance within five (5) working days of the step 2 meeting.
- Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievance may be appealed to the Human Resources Director or designee by submitting the grievance to her/him within five (5) days after receiving the Employer's answer in step 2. The Human Resources Director or designee in conjunction with the Home Care or Hospice Manager or designee and the employee, together with the union steward and/or Union's Service Representative, shall discuss the grievance within seven (7) days with the objective of resolving the grievance. The Human Resources Manager shall place her/his answer on the grievance within seven (7) working days after the meeting. The Union shall respond to the Human Resources Manager's answer within thirty (30) days after receipt of the Agency's answer and acknowledge either agreement or disagreement, or move to step four.
- Step 4. **NOTICE OF ARBITRATION.** If the grievance is not satisfactorily resolved in Step 3 and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the Union may request arbitration by notifying the Agency in writing within thirty (30) days of receipt of the Agency's answer in step 3.

**SELECTION OF ARBITRATOR.** If the grievance is not resolved and is subject to arbitration, an Arbitrator will be selected from a mutually agreed upon panel of ten (10) Arbitrators, during the term of the Agreement. However, either party has the option of obtaining a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) by notifying the other party of their desire to do so. If requested by either party, a second panel may be obtained. The Arbitrator shall be selected by each party alternately striking a name from the list. The remaining person shall serve as the Arbitrator. The fees and expense of the arbitrator shall be shared equally by the Union and the Employer.



**PREARBITRATION PROCEDURE.** Promptly following the selection of the Arbitrator but prior to scheduling with the Arbitrator the parties by mutual agreement shall meet in person for a prearbitration meeting. Neither party shall intentionally delay the meeting so as to delay scheduling with the Arbitrator. The meeting would be conducted solely between an OPEIU Service Representative, the Corporate Director of Labor Relations or his/her designee, the Local Union Steward or his/her designee, and a Human Resources Representative. The following shall occur at any prearbitration meeting.

1. Discussion and clarification of factual, interpretive, and legal issues;
2. Specification of the relief or result desired by each party;
3. Disclosure of pertinent information and documents, including witness lists and exhibits, and discussion of disclosure requests known to the parties at the time;
4. Informal conciliation and exploration of settlement, off the record;

Both parties agree that additional information and/or witnesses shall be forwarded immediately to the other party upon discovery, up to the day of the hearing.

**Section 6. Powers of the Arbitrator.** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The jurisdiction of the arbitrator shall be limited to the claimed violation, misrepresentation, or misapplication of the terms of this Agreement, provided, however, that in the event of a discipline or discharge, the jurisdiction of the arbitrator shall be limited solely to the power to determine whether the discipline or discharge was for just cause, he may order reinstatement with back pay and/or payment to the employee of any contract benefits lost as a result of a disciplinary action or discharge. The award of the arbitrator shall not be retroactive any earlier than the time the grievance could have been presented and in no event prior to thirty (30) days from the date the grievance was submitted in writing. The arbitrator's fees and expenses, the filing fee, and the cost of any facilities used for the proceedings shall be borne equally by the parties. The fees or expenses of counsel or other witnesses shall be borne by the party incurring the same. The decision of the arbitrator shall be final and binding upon both parties.

The Arbitrator is to issue his/her award within thirty (30) days of the submission of written briefs or close of the hearing if there are no briefs, unless mutually extended by the parties. It is agreed an Award will not be invalid due to late issuance.

**Section 7.** The grievance proceedings shall be without loss of pay to the grievant, the steward, or grievance committee member or other agency employee involved. Said proceedings shall be conducted at the earliest practical time. Both parties agree, however, that the primary obligation of both parties is service to clients and the proceedings shall be scheduled with an attempt to minimize interference with said duty.

**Section 8.** Probationary employees may be discharged and/or disciplined by the Employer at any time prior to the completion of the probationary period, with or without

just cause. Such discharge or discipline shall not be subject to the grievance or arbitration machinery.

**Section 9.** The time limitations set forth in this grievance procedure shall be observed, but may be extended by written agreement of both parties. A grievance may be withdrawn by the grievant at any time. Failure by either party to meet the deadlines set forth will constitute a forfeiture or concession of the grievance.

**Section 10.** Any timely filed grievance arising during the life of this Agreement, including written extensions of this Agreement, may be processed through the procedure until resolution.

**Section 11.** The Union shall provide the Employer with the names of the steward, alternate-steward, and grievance committee members. As changes are made in designations, the Union shall provide the Employer with said changes. The Employer shall not be obliged to discuss grievance with other than appropriately designated steward, grievance committee member, OPEIU representative, or their alternates. When a steward is absent or not readily available, the appropriate alternate-steward shall act in his/her place. In such cases, all references to the steward in this article shall be deemed to apply to the alternate-steward.

**Section 12. Definition of Working Days.** For the purposes of this Article, working days shall be defined as Monday through Friday, excluding contractually recognized Holidays and Weekends.

## **ARTICLE 10**

### **WAGES AND COMPENSATION**

**Section 1.** Employees shall be paid not less than the minimum hourly rate for each classification as defined in Article 19, Seniority.

**Section 2.** Total increases for each contract year over the life of the contract will not exceed 3%. This includes range movements, step movements, and any lump sum dollar amounts but excludes ratification payments.

**Section 3.** Wages paid will be as follows for the term of this agreement:

**First full pay period following ratification:** Adjustment to the pay range of 0.5%; and, eligible employees receive a step increase (2.5%). Employees at the top step will receive the .5% range adjustment and a 2.0% lump sum payment in lieu of step movement. Employees, who are above the top step as of ratification will receive a general wage increase of two percent and one-half (2.5%) in lieu of step movement.

**First full pay period of October 2017:** Adjustment to the pay range of 0.5%; and, eligible employees receive a step increase (2.5%). Employees at the top step will receive the .5% range adjustment and a 2.0% lump sum payment in lieu of step movement. Employees who are above the top step as of the first full pay period of October 2017 will receive a general wage increase of two and one-half percent (2.5%) in lieu of step movement.

**First full pay period of October 2018:** Adjustment to the pay range of .5%; and, eligible employees receive a step increase (2.5%). Employees at the top step will receive the .5% range adjustment and a 2.0% lump sum payment in lieu of step movement. Employees who are above the top step as of May 3, 2014 will receive a general wage increase of two and one-half percent (2.5%) in lieu of step movement.

#### **Section 4. Top Step Lump Sum Payment**

Employees at the top step of the scale who are eligible to receive a top step lump sum payment in lieu of the step movement will receive the payment based on budgeted hours as of the first full pay period in October of each contract year.

#### **Section 6. Ratification Payment**

Total ratification payment of \$500 for each non-probationary employee. Active employees, as of date of ratification, will receive this payment the 1st full pay following ratification. A second, one-time lump sum payment of \$500 will be paid to each non-probationary employee in the first full pay period of October 2017.

## **ARTICLE 11**

### **PTO PAYOUT AT TIME OF TERMINATION**

### **AND PROPER NOTICE REQUIREMENT**

The Employer agrees to pay the cash equivalent of an employee's PTO bank at 1:1 at the employee's rate of pay at the time of termination.

Upon voluntary termination, employees are expected to provide two (2) weeks notice. Failure to provide proper notice may result in the employee being designated as "ineligible for rehire".

## **ARTICLE 12** **EXPENSES**

**Section 1.** Parking fees incurred in the line of duty shall be reimbursed on an actual cost basis. Parking for employees assigned to the offices of the Employer shall be provided at no cost to the employees.

**Section 2.** Employer shall reimburse mileage at the IRS rate. Mileage reimbursement checks shall be paid bi-weekly.

**Section 3.** The Employer shall furnish a public health nurse's bag to each Licensed Practical Nurse and Certified Home Health Aide at no cost to the employee.

## **ARTICLE 13** **UNIFORM/DRESS CODE**

**Section 1.** The Employer shall provide a uniform allowance of two hundred dollars \$200.00 per calendar year to each employee that is required to wear a uniform or specific type of attire, including shoes and Lab coats.

**Section 2.** The Employer shall not make a uniform/dress code change more than twice during the life of this agreement. When a uniform/dress code change is made, the Employer shall provide ninety (90) day notice to the Employees.

**Section 3.** The Employer shall pay for all required logos.

## **ARTICLE 14** **HOURS OF WORK**

**Section 1.** The parties recognize that Visiting Nurse Services of MI is twenty-four (24) hour a day, seven (7) day a week, health care organization. We are able to accept clients for the required number of visits per day, per payor source guidelines. The normal workweek shall ordinarily be forty (40) hours performed on five (5) days of eight (8) hours each, within a period of seven (7) consecutive days. It is recognized that the "normal" workweek does not apply to all employees in this bargaining unit.

**Section 2.** The parties agree that the Employer may hire employees for alternative work schedules of less than eight (8) hours or more than eight (8) hours. It is understood that all portions of this contract apply as written to all shifts.

**Section 3: Shift Differential:** An hourly rate differential of \$1.50 per hour shall be paid to any LPN for all hours worked between 3:00 p.m. and 7:30 a.m. In order to receive the shift differential, an employee must work four (4) hours or more between 3:00 p.m. and 7:30 a.m. The Employer shall not deliberately create shifts or change start/ending times to avoid paying shift differential.

**Section 4 HHA Weekend Coverage.** It is the employer's intent to fully schedule weekend program home health aides, then additional Monday through Friday home health aides will be utilized according to the following:

- a. Home Health Aides shall be placed on an on call rotation between the hours of 8:00 a.m. and 5:00 p.m. to work weekends and holidays. The continual rotational system shall begin with the highest senior employee and shall descend through the home health aide employees according to seniority. HHA's (Certified and Hospice) will be considered one (1) classification for the purposes of weekend on call coverage.
- b. When a Monday through Friday Home Health Aide is called in to work the weekend or holiday and works six (6) or more hours, s/he, shall normally be scheduled off an equal number of consecutive day(s) the following workweek. With mutual agreement, the Home Health Aide may work the day(s).
- c. Employees who are on call shall be paid an on-call rate of \$3.00 per hour from 8:00 a.m. until 5:00 p.m., including lunch. If the Home Health Aide is called to make a visit the \$3.00 per hour ceases and hours worked shall be paid at the rate of time and one-half (1 ½) their regular hourly rate of pay. Employees called in will receive a minimum of two (2) hours pay or actual hours worked, whichever is greater.
- d. All actual work performed (not to include hours on-call) in excess of eight (8) hours in a day on a weekend and holiday shall be paid at the rate of double (2x) their regular straight time hourly rate for all hours worked.

**Section 4 Overtime:** All work performed in excess of forty (40) hours in one week shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay. Such overtime work must be authorized in advance by the supervisor or be necessary in the performance of the employee's duties.

There shall be no pyramiding for overtime pay, for hours not actually worked (vacation, sick leave, etc

The employee may request, in writing, approval from the Manager to work in excess of their regularly scheduled shift in order to flex their time on a different day that same pay week. If approved, such excess time will not result in overtime compensation for the employee.

All overtime work shall be distributed among all employees in a manner which will give each employee an equal share of overtime wherever possible. However, employees may refuse overtime without penalty if just and sufficient reason can be shown.

When distributing overtime and/or extra hours, the following guidelines will be used:

1. Two lists of employees will be utilized for the distribution of overtime and/or extra hours. One list will be titled "Volunteers List", and one will be titled "Mandatory List". Both lists will be arranged from most senior to least senior employee.
2. Volunteers will be solicited first for overtime and/or extra hours from the Volunteer List.
3. If sufficient volunteers are obtained, the overtime and/or extra hours will be given to the most senior volunteer. That volunteer will then become the "least senior employee" on the Volunteer List. In the event that the senior volunteer refuses the hours, they will be considered to have worked, and will become the "least senior employee" on the Volunteer List.
4. If insufficient volunteers are obtained, the overtime and/or extra hours will become mandatory and the Mandatory List will be used. The least senior employee will be mandated to work the hours. This employee will then become the "most senior employee" on the Mandatory List.
5. Nothing in these guidelines requires the Employer to pay overtime if it is unnecessary.

Interpretive Statement: Extra hours include open weekend shifts, holiday shifts, additional and/or vacant shifts that may become available in the schedule.

**Pyramiding of Overtime.** Premium pay (any pay at one and one-half times the regular rate or greater) will not be paid simultaneously (e.g. weekend pay and overtime).

**Section 5.** Hours of work for clinical staff are assigned in consideration of many factors, including client needs, client preference, employee work schedules and preference, continuity of care, and agency seniority. Agency seniority will be a major consideration in the assignment of clients.

The intention is that top agency seniority people will have the opportunity to achieve maximum hours within their assigned program (homecare/hospice) before hours are assigned to lower agency seniority and/or non-seniority employees (relief). Weekly tentative schedules are to be posted.

Interpretive Statement: If permanent reassignment is necessary, agency seniority will take precedent.

**Section 6. Weekend Program.** There shall be one weekend option available. It shall consist of a minimum of thirty-two (32) hours per pay period worked on Saturdays and Sundays. Weekend Home Health Aides shall be paid at the rate of time and one-half (1 ½) their regular hourly rate for all hours worked on the weekends. Weekend Home Health Aides will be scheduled for four (4) unpaid weekends off per year. Weekend program Home Health Aides will not be eligible for other benefits except those mandated by law.

- A. Weekend position employees shall participate in the orientation program. In services and staff meetings will be compensated at their applicable straight time hourly rate of pay.
- B. Weekend Home Health Aides shall not be regularly scheduled to work weekdays; however, Weekend Home Health Aides shall have the opportunity to work weekday slots prior to the utilization of non-bargaining unit Home Health Aides.
- C. Any weekday, work will not be paid at time and one-half (1 ½) their regular hourly rate unless the Home Health Aide's total number of hours exceeds forty (40) hours in one week. Overtime will be paid at one and one-half (1 ½) times the straight time hourly rate.

**Section 7. Lunch and Rest Periods.**

- A. Employees working six (6) hours or less will be given one (1) fifteen (15) minute paid rest period. Employees working greater than six (6) hours will receive two (2) fifteen (15) minute paid rest periods. The first such relief period shall occur at a mid-point during the morning tour of duty prior to the lunch period and the second relief period shall occur at a mid-point in the afternoon tour of duty prior to the quitting hour.
- B. Employees working six (6) hours or more shall be given an unpaid lunch period of at least thirty (30) minutes but no more than sixty (60) minutes. Normally, the lunch period will be taken as close to midday as possible. Scheduling of lunches may require management approval based upon customer and departmental needs. With management approval, employees may take lunch at the beginning or end of shift to accommodate personal appointments.

C. An employee denied an uninterrupted lunch period shall be paid for that time.

**Section 8. Call Back Pay.** An employee called back to work following his/her last scheduled shift but preceding his/her next scheduled shift, which is not contiguous to that shift, shall be guaranteed four (4) hours pay or time actually worked, whichever is greater.

**Section 9. Working out of Definition.** If the Employer uses a temporary relief, agency, or casual employee(s) to work twenty (20) or more hours per pay period for **nine (9)** consecutive pay periods or more performing work customarily performed by bargaining unit employees, then the Employer shall post and fill a position for that classification. The position shall be posted within fourteen (14) calendar days and filled in accordance with the job bidding and posting process defined in this collective bargaining agreement.

## **ARTICLE 15**

### **PAID TIME OFF (PTO)**

PTO hours are accrued prorated on hours paid to a maximum of eighty (80) hours in a pay period and annual maximums according to the following schedule. PTO must be earned prior to being used. PTO is a non-accumulative over the annual maximums as stated below. No earned PTO may be taken before the end of the probationary period (except during holiday weeks).

PTO shall be on a continuous accrual basis as follows:

Years of Employment:

0 through 4 . . . . .	168 hours	(.8077 days/ppd)	21 days
5 through 9 . . . . .	208 hours	(1.000 days ppd)	26 days
10 through 14 . . . . .	248 hours	(1.192 days/ppd)	31 days
15 plus . . . . .	288 hours	(1.384 days/ppd)	36 days

- A. PTO shall be capped at 400 hours in the employee's bank.
- B. PTO may be used to supplement short term disability.
- C. Twice per calendar year, such employee shall be given the opportunity to cash out a maximum of 100 hours of PTO provided their remaining bank has a balance of 80 or more hours.



- D. Employees may only utilize PTO up to the maximum of their budgeted weekly hours (except during holiday weeks) and under the following circumstances:
1. Illness/Sickness (PTO will be utilized for all unscheduled absences)
  2. Personal Time
  3. Vacation Time
  4. Contractual Holidays
- E. All PTO is at the discretion of the employer. PTO requested between January 1 and March 1 of each calendar year shall be approved on the basis of seniority. No more than two employees in each classification will be granted scheduled time off at any one time unless all areas are properly covered. All requests received after March 1 of each year shall be approved on a first-come, first-served basis. In all cases, employees shall not be required to split their PTO time. In addition, all PTO requests after March 1 shall be responded to no later than two (2) weeks after being received by the employer.
- F. PTO time will not be granted to the same employee for the same holiday period two (2) years in a row. However, if no other requests are received for the holiday period in question, then an employee may be granted PTO two (2) years in a row. If an employee works a holiday, said employee will have the option to not utilize PTO on that day.
- G. In case of the death of an employee, all accrued PTO shall be paid to the employee's beneficiary.

## **ARTICLE 16** **HOLIDAYS**

### **Section 1. Holidays**

Employees shall be granted the following holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Holidays falling on Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday. The above-enumerated holidays shall be considered as a day worked for the purpose of computing overtime.

## **Section 2. Scheduling of Holidays**

1. HHA's (Certified and Hospice) will be considered one (1) classification for the purposes of scheduling Holidays.
2. The Employer will attempt utilizing one (1) scheduled and one (1) on-call HHA for the Holidays. During the month of August each year, the employees shall submit their preference of scheduled Holiday(s) and for on-call Holidays for the next year no later than August 31<sup>st</sup>. Each HHA shall be required to volunteer for at least one (1) scheduled Holiday and one (1) on-call Holiday per year depending on the number of HHA's employed. The Employer shall respond to such requests no later than September 15<sup>th</sup>. Holiday preference shall be by Seniority. If there are more HHA's than Holidays in a year, the appropriate number of HHA's shall be allowed to skip their scheduled and on-call Holiday on a rotating basis beginning with the high Senior employee. (i.e. calendar year 2003 there are seven (7) HHA's and six (6) Holidays, the highest Senior HHA will not be required to work a Holiday and in 2003 it would be the next high senior HHA will not be required to work or be on call for a Holiday that year but will resume a place in the holiday rotation the following year.
3. If one (1) scheduled HHA is deemed not sufficient coverage on the Holiday, then the Employer reserves the right to schedule HHA's according to patient needs.
4. In the event there are insufficient volunteers for a Holiday, the Holiday would be assigned on a rotating basis using low to high Seniority.

It is agreed that New Year's Day (January 1) shall be counted as a Holiday for the calendar year.

5. The Employer shall continue to make every attempt to schedule Hospice to HHA's that regularly attend to Hospice clients. The same for Homecare HHA's and certified clients.

## **ARTICLE 17 INSURANCE**

### **A. Calendar Year 2016**

For the remainder of the calendar year 2016, MHG will continue to offer Health Care benefits at the current level of coverage and cost share premiums.

**B Calendar Year 2017 and 2018**

Full time eligibility is 70 hours per pay and above.

Part time eligibility is 40 hours per pay and above.

- 1) On January 1, 2017 and for the remaining duration of the contract, the Employer will provide benefits through a flexible benefit program, MyChoice, to eligible bargaining unit employees on the same basis provided to non-bargaining unit hourly employees. The phrase on the same basis includes but is not limited to the same plan design, including co-pays, deductibles and co-insurance, the same percentage contribution toward premiums, the same carrier, the same administrative policies including eligibility, the medication (pharmacy) network, and the same policies governing commencement and termination of insurance. The MyChoice program presently includes health, dental and vision insurance, life insurance, short term disability insurance, and long term disability insurance on a self-payment basis.
- 2) Premium Contributions and Amendments to Health Insurance:
- 3) For the 2017 and 2018 benefit calendar year, the Premier health insurance will be with a 10% premium contribution cost share for full time employees and the Premier Plus health insurance will be with a 19% premium contribution cost share for full time employees.
  - a) The provisions of this section are only subject to the Grievance and Arbitration procedure to the extent of an arbitrator determining whether the Employer has provided healthcare coverage to bargaining unit employees on the same basis as it has provided to its non-bargaining unit hourly employees who are on clinic benefits.
  - b) Upon notice to the Union, any changes the Employer makes to benefit enrollment processes and eligibility requirements to comply with the Patient Protection and Affordable Care Act of 2010 will be implemented for bargaining unit employees on the same basis and on the same terms as for the Employer's non-bargaining unit hourly employees who are on clinic benefits.
  - c) If the Employer becomes obligated by law to contribute to a government sponsored insurance program which duplicates the benefits provided by the

benefit plans in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate compulsory government sponsored insurance benefits.

- d) The actual extent and conditions of enrollment and coverage for benefits included in MyChoice are governed by and subject to the complete terms of the master policies and plan documents at all times.

Any part time employee who selects the MyChoice benefit offering for 2017 will receive a one-time lump sum payment of \$500 the first full pay period in February 2017. Any part time employee who selects the MyChoice benefit offering for 2018 will receive a one-time lump sum payment of \$500 the first full pay period in February 2018.

## **ARTICLE 18** **RETIREMENT PROGRAM**

The Employer will continue to offer the 403(b) Retirement Plan. The Employer shall have the right, in its sole judgement and discretion, to amend, alter, and revise such pension plan, its investment options, fee structure, provided the present employer contributions under said plan are not reduced for members in the bargaining unit. Provided further, that any changes in the plans will apply to the members of the bargaining unit in the same manner as to other hourly employees covered by this plan

## **ARTICLE 19** **SENIORITY**

Seniority is defined as preference in employment based on continuous service to the agency within the bargaining unit.

a. Probationary Period:

- 1. Newly hired employees shall be considered on probation for a period of 6 months from their date of hire.

Probationary employees may be terminated without any recourse whatsoever. After successful completion of the probationary period, seniority shall be effective retroactive to the current date of hire.

b. Loss of Seniority:

An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary Resignation. Employees rehired within six (6) months of voluntary resignation shall be re-credited with all seniority earned prior to resignation;
2. Discharge for just cause;
3. Layoff of a period greater than his/her seniority, but not to exceed 24 months;
4. Failure to return to work from a layoff within three (3) calendar days excluding weekends and holidays, after the Employer has sent recall notice via certified mail, return receipt requested, to employee's address on file with the Employer;
5. Voluntary retirement;
6. Absence from work for three (3) consecutive working days without notification to the Employer or without acceptable excuse for not notifying the Employer.
7. The employee is on any leave of absence, with the exception of workers' compensation, for a period of twelve (12) consecutive months, or length of service, whichever is less.
8. The employee is on a workers' compensation leave for a period of twenty-four (24) consecutive months, or length of service, whichever is less.

c. Seniority Lists:

All employees covered by this Agreement shall be placed on seniority lists:

1. By current date of hire into any position covered by this Agreement (agency seniority), or
2. By classification (position seniority).

The Employer shall provide the Union with complete seniority lists, including classifications, status, years of service, every six months. Seniority as of the signing of this Agreement is attached as Appendix A to this Agreement.

## **ARTICLE 20**

### **EVALUATION, JOB POSTING AND BIDDING**

#### **Section 1. Evaluation.**

- a. Newly appointed employees shall have a written evaluation of their work performance by their supervisor prior to the end of their probationary period. The employee shall acknowledge such evaluation by signature; however, such signature shall not imply agreement or disagreement with the evaluation.

- b. All employees shall have a written evaluation of their work performance annually. They shall acknowledge such evaluation by signature; however, such signature shall not imply agreement nor disagreement with the evaluation.

**Section 2. Job Posting and Bidding.** Regular vacancies in the bargaining unit, which are to be filled, shall be posted for a minimum of seven (7) calendar days. The posting shall list the job classification; pay level, qualifications required as stated on the job description and which reflect the best-qualified candidate for the position, shift assignment, and department.

- a. **Basis for Selection.** It is the expressed intent of the Employer to maximize the filling of vacancies from within the bargaining unit. The Parties agree that positions shall be awarded to the best qualified applicant regardless of departmental status, seniority, layoff status, bargaining unit or non-bargaining unit status, etc. Qualifications shall be based upon experience, ability, skills, certification, and work record. Work records shall include any disciplines within the last nine (9) months, which are in the employee's personnel file.

Employees (including relief and temporaries) filling temporary vacancies or temporarily working out of their current classifications shall not be given credit for ability and experience gained in the temporary position toward job qualifications if the employee later bids on the same classification or position should it become vacant. However, nothing herein shall be construed to prohibit the Employer for giving such employee credit for his/her prior work record and experience, as well as training and ability, which the employee has gained at other than the temporary position.

If two or more applicants are found to be relatively equally best qualified, the equally best-qualified applicant with the greatest seniority shall be awarded the position.

**Interpretive Statement:** "Best" means in the best way to the greatest advantage to the agency at the time the job is posted.

In the event an employee changes from a lower paid job title to a higher paid job title, the Employer shall place the employee at a pay rate in accordance with the collective bargaining agreement not less than the preceding pay rate.

**Section 3. Wages Upon Transfer.**

An employee who transfers to a classification in the same pay grade as his or her current pay grade, he or she will maintain his or her same rate of pay.

An employee who transfers to a lower graded classification, he or she will be placed on the same step as their current step in the new pay grade. For example, an employee

who is in a pay grade on step 6 who transfers to a position in lower pay grade. He or she will be placed on step 6 of the lower pay grade.

An employee who transfers to a higher graded classification shall be placed on the step that offers them the first increase in pay.

**Section 4. Trial Period Bargaining Unit.** All current bargaining unit employees, who are awarded a position under the Job Posting and Bidding language of this collective bargaining agreement, shall serve a job trial period of twenty-one (21) calendar days. If the employee's performance is not satisfactory during this period, or if the employee requests to return to her/his former position based upon legitimate, job-related reasons, the employee shall be returned to her/his former job classification and shift and all secondary awards of jobs shall likewise be cancelled if necessary. If an employee is absent from work seven (7) days or more during the trial period, the trial period may be extended for the equivalent number of days but not to exceed fourteen (14) calendar days.

## **ARTICLE 21**

### **TERMINATION OF EMPLOYMENT**

**Section 1. Resignation/Retirement.** At least two (2) weeks prior written notice of resignation or retirement shall be given to the Employer by the employee. Failure to provide such notice shall result in loss of accumulated benefits owed the employee at termination.

**Section 2. Layoff and Recall.**

- a. In the event that a reduction in the operation of the agency requires a reduction in the work force, the agency shall give two (2) weeks written notice to the employees affected thereby. Such reduction shall be based upon the seniority status of the employee provided the senior employee is qualified and capable of performing the remaining work. Within a given classification, volunteers in the classification (based on seniority, highest to lowest) shall be laid off first followed by temporary and probationary employees shall be laid off first, followed by regular employees, based on seniority (lowest to highest). If the affected employee is of greater seniority than that of an employee in an equal or lower classification and meets minimal qualifications to perform these duties, the more senior employee may elect to bump the least senior employee in that classification. A vacant position shall be considered least senior for this purpose.
- b. When the laid-off work force is recalled, those employees laid off shall be recalled according to seniority, provided the greater seniority employees are qualified and capable of performing the available work. Under no circumstances shall the

Employer hire from the open market while employees on layoff are ready, willing and able to return to work.

- c. In the event that a laid-off employee has been recalled or elected to bump to a lower classification and a position within the classification in which the employee was displaced from becomes vacant, seniority permitting, the laid-off employee shall have secondary recall rights to that position if it becomes available.
- d. Any laid-off employee failing to report to work within three (3) calendar days of notice, excluding weekends and holidays, shall lose his/her seniority and shall be considered to have voluntarily terminated his/her employment. Notice may be made by telephone, but official notice shall be by certified mail, return receipt requested, from the agency to the last known address as recorded on the Employer's files.

Interpretive Statement: Three (3) working days shall begin the first day the notice was received by the employee either by certified mail or by phone.

- e. An employee on layoff shall be entitled to continue medical insurance coverage through direct co-premium payments to the Employer for a period of 3 months plus the remainder of the month in which the employee was laid off .
- f. An employee who is recalled and reinstated to his/her former position shall receive the current rate of pay applicable to the seniority level attained at the time of layoff.
- g. In the event of an anticipated major layoff, the Union may be notified and the parties shall have the opportunity to discuss concerns and answer questions.

### **Section 3. RECALL RIGHTS**

- a. Eighteen (18) months or length of seniority, whichever is less.

## **ARTICLE 22 DISCIPLINE AND DISCHARGE**

**Section 1.** The Employer has the right to discipline or discharge for sufficient and reasonable cause. The Employer agrees to advise the employee of any pending disciplinary action so that appropriate Union representation may be obtained by the employee.



**Section 2.** The Employer agrees to advise the Union in writing of any discharge and the reasons thereof, provided that the employee has been informed of such intent and has not specifically forbidden such action in writing.

**Section 3.** The Employer and the Union agree that the progressive disciplinary system to be followed shall be corrective, rather than punitive. The Union, if the employee requests so in writing, will be given a copy of the written time frame for correction.

## **ARTICLE 23**

### **LEAVES OF ABSENCE**

#### **Section 1. Types of Leaves**

1. Family and Medical Leave (FMLA)
2. Non FMLA Medical Leave
3. Bereavement Leave
4. Leave for Union Business
5. Personal Leave
6. Extended Personal Leave
7. Educational Leave
8. Military Leave
9. Jury Duty Leave
10. Administrative Leave

#### **Section 2. Conditions Specific to Certain Types of Leaves**

1. Family and Medical Leave (FMLA). Employees shall be entitled to Family and Medical Leave (FMLA). (See Family and Medical Leave, Human Resources Policy and Procedure for detailed provisions.) Any leave taken under the terms of this Agreement may be counted toward an employee's FMLA entitlement and shall run concurrent. Spouses who are both employed by the Employer shall have separate FMLA entitlements.

Employees who have completed at least six(6) months of consecutive employment are eligible for the following:

1. Non FMLA Medical Leaves of Absence. Non FMLA Medical Leaves of Absence shall be no longer than one year (including FMLA Leave entitlement). Employees who return from a non – FMLA medical leave after 90 days shall be returned to a vacant position, if one is available for which the employee is qualified to perform.
2. Bereavement Leave. The Employer agrees to grant a leave of absence with pay for five (5) workdays in the event of death of an employee's father, mother, spouse,

significant other, or child. The Employer agrees to grant a leave of absence with pay for four (4) workdays in the event of death of an employee's, step-father, step-mother, , brother, sister, , step-brother, step-sister, half-brother, half-sister, mother-in-law, grandmother-in-law, father-in-law, grandfather-in-law, grandparent, grandchild or legal guardian. The employee may be requested to provide the Employer with proof of death.

An employee is granted one working day off with pay in the event of a death in the employee's extended family defined as aunt, uncle, niece, nephew, current brother or sister – in – law, or any person living in the employee's immediate household.

If the employee must travel over three hundred sixty (360) miles, the individual shall be granted one (1) additional day off with pay. However, total bereavement leave may not exceed five (5) workdays.

Bereavement leave for employees will not be more than the number of hours the employee is regularly scheduled to work, and shall only be paid if the employee is away on days he/she was or would have been scheduled to work.

Interpretive Statement: "Significant Other" shall minimally be defined to include persons with whom the employee has lived in a relationship analogous to marriage for at least two (2) years immediately prior to death. "Sister-in-law" includes not only the traditional definition of husband's sister as sister-in-law but also husband's brother's wife as sister-in-law. This is also true for husband's sister's husband as brother-in-law, etc.

3. Leave for Union Business. The Employer shall grant an unpaid leave of absence for up to sixty (60) calendar days for one (1) employee from the bargaining unit at any time in order that the employee may serve the Union as a paid Officer or Service Representative. Health insurance shall be continued during this sixty (60) day period provided the employee continues to make the employee contribution. Any individual employee would only be eligible for one such leave during the life of the Agreement. Upon completion of the leave, the employee shall be returned to her/his status, shift, and classification without loss of seniority. Upon request for a leave longer than sixty (60) calendar days, an employee shall be granted an unpaid leave up to one (1) year but, upon return, shall be returned to her/his classification, contingent upon the availability of a position.
4. Personal Leave. Personal leaves of absences up to six (6) months in a rolling 12 month period shall be granted by the Employer unless it determines, within its sole discretion, that such leave would create operational difficulties. Employees granted such leave must utilize and exhaust their PTO banks during the commencement of such leave. During any part of such leave that is unpaid, the employee shall not be eligible to accrue earned time off. Such employees may continue their insurance at

their own expense, subject to the terms and conditions of the policies' plan documents.

5. Extended Personal Leave. The Employer may grant an extended personal leave of absence without pay for a period not to exceed ninety (90) days with accumulative seniority. Such leave will not be systematically denied.
6. Educational Leave. Regular full-time or part-time employees with at least one year of service may request an unpaid leave of absence to pursue a full-time educational program.

Educational programs must be in a job-related or health care related field at an accredited college, university or technical school. MHC may require proof of attendance. As this benefit is intended to provide employees with the opportunity to attend school on a full-time basis, any employee who fails to maintain a full-time student status while on educational leave will be terminated from employment and considered to have voluntarily resigned from employment. Educational leaves of absence may not exceed one year.

A written application for an educational leave of absence needs to be submitted to the employee's immediate supervisor at least 30 days prior to the requested leave.

Employees should understand that educational leaves are without pay and benefits. Health, dental and vision insurance continue until the end of the calendar month in which the leave began. After that time, employees may continue these benefits through COBRA by making monthly premium payments to MHC for the full cost of the insurance premiums. All other insurance and benefits, including paid time off accrual and holiday pay, are suspended the date the leave begins and resume upon return to active employment.

The approval of an educational leave is subject to operating conditions and requires the approval of both the department manager and the Human Resource Department. All vacation must be exhausted prior to an educational leave being granted.

Due to the nature and purpose of educational leaves, an employee may not accept other employment while on an educational leave of absence unless pre-approved by Human Resources.

As employees are not guaranteed a position at the end of the educational leave, it is the responsibility of the employee to apply for open positions prior to the expiration of the educational leave. An employee who has not secured a position within six weeks of the expiration of the leave will be terminated and considered to have voluntarily resigned from employment at MHC.

All current employees are eligible for the following:

1. Military Leave. All employees are eligible for military leave in accordance with the law.
2. Jury Leave. The Employer agrees to grant leave of absence for jury duty paying the difference between the employee's regular pay and the pay for jury duty. Employees on jury leave shall retain and accumulate seniority during such leave. An employee who is called for jury duty shall notify the Employer as soon as practicable upon receiving notice of such a call.
3. Administrative Leave. The Employer agrees to grant administrative leave with pay to persons regularly scheduled to work in the event that the office is closed by the agency, with the decision being made by the agency, due to weather or emergency conditions.

### **Section 3. General Provisions for all Leaves of Absence.**

1. All Leaves of Absence under this provision run concurrently.
2. Return from Medical Leave including Family and Medical Leave. An employee who has qualified for Family and Medical Leave will be returned to their same or equivalent position provided that their twelve (12) week entitlement during the twelve (12) month period has not been exceeded. If an employee has exceeded his/her twelve (12) week entitlement under FMLA, he/she shall be offered a vacant position if one is available which the employee is qualified to perform. If none is available, they may maintain an inactive status for up to one year or length of service, whichever is less, and apply for vacant positions, as they become available. . For employees on a worker's compensation leave, an employee may maintain an inactive status for up to 2 years or length of service, whichever is less.
3. Any time spent on leave is counted toward the one-year (or two-year) entitlement.
4. Subject to the terms and limitations in the current plan documents and policies, employee health, dental and optical insurance shall continue as if the employee were working for the first six (6) complete months following the first day of each individual leave unless otherwise specified in the leave provision. After this period, employees who remain on leave may continue insurance under the current provisions of COBRA.
5. Seniority and benefit accrual rates shall be maintained for employees returning from any Leave within one year or the employees length of service, whichever is less, from the date such leave began.

6. Employees on Medical Leave for greater than one year or the employee's length of service, whichever is less, shall be considered a voluntary quit.
7. Definition: Twelve (12) month period: A rolling 12 month period measured backward from the employee's most recent absence. Each time an employee uses leave of absence time, the remaining days would be any balance of the days not used during the immediately proceeding twelve (12) months.
8. Second and Third medical certifications/exams required by the Employer shall be paid for by the Employer.
9. The Employer and the Union agree that any leave of absence may be extended by mutual agreement between the Employer and the employee.
10. No fringe benefits accrue to the employee during an unpaid leave of absence, except where otherwise indicated in this Agreement or required by law.

## **ARTICLE 24**

### **JOB CLASSIFICATIONS**

**Section 1.** The Licensed Practical Nurse (LPN) practices consistent with the agency job description and the appropriate laws and statutes of the State of Michigan. LPNs shall not be required to assume the primary caseload responsibilities of the professional nurse, nor shall they be required to assume duties which have customarily been performed by the Home Health Aides, such as housecleaning, meal preparation, etc.

**Section 2.** Home Health Aides perform personal care and light housekeeping tasks consistent with agency job description and do not perform activities restricted to Physical Therapists, Registered or Licensed Practical Nurses by the applicable laws of the State of Michigan. Light housekeeping duties shall generally be restricted to activities such as emptying of trash, surface mopping of open floors (e.g. damp mopping with a mop and no hands and knees mopping), feather dusting of open surfaces, vacuuming of open areas, and other similar duties. These examples are intended not to be an exhaustive or an all-inclusive list, but only serve as examples of types of duties for the purpose of defining light housekeeping.

In no event shall a Home Health Aide be required to move heavy furniture or heavy objects in respect to performing light housekeeping.

Home Health Aides shall not provide care to any client unless, at a minimum, a care plan for the client has been completed by the assigned RN and has been communicated in writing to the Home Health Aide.

Transport of assistive devices to or from the client's home will not normally be done by the Home Health Aide. A Home Health Aide may be asked to transport such assistive devices to or from the client's home, but the device(s) must be ready for the transport and clean. The Home Health Aide must also be able to handle and transport such devices in a safe manner. By way of illustration only and not meant to be an exhaustive list, assistive devices referred to above shall include such items as walkers, commodes, and wheelchairs.

## **Article 25**

### **Low Census Day Off**

1. HHA's in the Certified and Hospice department will be considered separate for the purposes of low census day off (LCDO).
2. When there is more staff than needed on a particular day because of low census the following steps shall be taken to reduce the number of employees working or scheduled to work. This shall be referred to as a low census day off (LCDO). LCDO's shall not be used in lieu of discipline or indefinite layoff.

Prior to seeking volunteers, the Employer may cancel or LCDO employees in overtime status.

Next, Employee's working extra shifts that are not overtime shall be cancelled.

If further reduction in staff is necessary, two (2) lists of employees will be utilized for a LCDO. One (1) list will be titled "Volunteer List", and one (1) will be titled "Mandatory List". Both lists will be arranged from most senior to least senior employee.

Volunteers shall be solicited prior to mandating for LCDO from the Volunteer List of those employees working. If sufficient volunteers are obtained, the LCDO shall be given to the most senior volunteer. That volunteer will then become the "least senior employee" on the Volunteer List. In the event the senior volunteer refused the LCDO, they will be considered to have taken it, and will become the "least senior employee" on the Volunteer List.

If there are no volunteers, next and regardless of department, per diem, and/or casual agency staff shall be cancelled.

Next, the LCDO may become mandatory and the Mandatory List shall be used. The least senior employee shall be mandated the LCDO. This employee shall then become the "most senior employee" on the Mandatory List. The Employer may skip the less senior employees based

on continuity of patient care. If the least senior employee is skipped due to continuity of patient care, that employee shall remain the least senior employee for purposes of mandatory LCDO.

3. An employee who reports to work and who volunteers for or is required to take a LCDO shall receive a minimum of two (2) hour pay for reporting.
4. The Employer may request that in lieu of taking LDCO employees perform work in the office area for the Employer when available. No employee shall be required to take a LCDO if the employee possesses the skills to perform the work that a casual, temporary or per diem is performing that day unless the employee prefers the LCDO.
5. If mutually agreed upon between Management and the Home Health Aides, instead of one individual taking LCDO for the full shift, employees may have the option to each service their scheduled patients and take partial LCDO time.
6. LCDO's are either paid using PTO or unpaid, at the employee's option.

## **ARTICLE 26**

### **VALIDITY OF AGREEMENT**

If an article or Section of this Agreement should be held invalid by a court of competent jurisdiction, or by the passage of any law or regulation by a governmental agency having jurisdiction, the remainder of this Agreement shall be affected thereby. In such event, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, Section or provision held invalid.

## **ARTICLE 27**

### **RELOCATION**

In the event that the Employer moves its place of business from the present location to any other location, all employees shall be allowed to continue employment with said Employer at the new location, and all provisions of this collective bargaining agreement shall remain in full force and effect.

## **ARTICLE 28**

### **GENERAL**

**Section 1.** A bulletin board will be made available to the employees by the Employer in the lounge or some other mutually agreeable area for the purpose of posting Union notices and matters of general interest to the bargaining unit members.

**Section 2.** The Employer shall endeavor to maintain a high degree of sanitation, heating, lighting and general working conditions in the employees' environment.

**Section 3.** Any written statement or verbal agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.

**Section 4.** The Employer shall be responsible for providing an adequate orientation program for all new employees.

**Section 5.** The Union may use available rooms at the offices of the Employer for Union meetings with prior approval of the Employer provided such space is available and scheduled in advance.

**Section 6.** Members of the bargaining unit may use the Office and Professional Employees' International Union Local 459, AFL-CIO, label on all work done by them. The label shall include the employee's initials. Example: OPEIU Local 459 AFL-CIO/JC.

**Section 7.** There shall be a payroll deduction plan for the following purposes.

- a. United Way contributions
- b. Direct deposits of payroll check
- c. Annuity payments

**Section 8.** The Employer shall provide each employee with an electronic copy of the contract if the employee provides the Employer with an email address.

**Section 9.** Employment data shall be kept on employees in the personnel file so long as the individual is employed by the agency, except that no item shall be used for discipline/discharge purposes that occurred more than one year ago.

**Section 10.** Relief shall be provided as back up to the receptionist for scheduled breaks. It is the supervisor's responsibility to provide this back up.

**Section 11.** The Employer will not hold employees responsible for defective or worn out equipment owned by the Employer. In addition, the Employer will not hold employees responsible for broken or damaged equipment owned by the Employer if such broken or damaged equipment is not due to employee carelessness or negligence.

**Section 12.** The Employer is aware and concerned with employee safety issues. The Employer shall maintain an Employee Safety Committee to address the ongoing concerns regarding safety of our employees. The Committee has representation across all functions and disciplines of Visiting Nurse Services of Michigan, Inc., and will have at least one representative from HHA and the clerical function areas. The Committee's goal is to explore and educate all employees on all facets of safety. If any employee finds that



their health and/or safety is jeopardized in the performance of their job, s/he will notify his/her supervisor as soon as possible, and not later than 24 hours from the time of occurrence. The Employer shall make a reasonable effort to apprise employees of safety and health risks and/or precautions as prudent and necessary.

**Section 13. Cellular Phones and Pagers.** The Employer shall provide to each regular full time and part-time field staff a cellular phone for business purposes only. If the Employer requires the employee to carry a pager even if the employee is also provided a cell phone, the Employer shall provide the pager as well. Cell phones and pagers shall be provided to the employees at no cost to the employees, except where such costs clearly result from the employee's negligent or intentional misconduct.

## **ARTICLE 29** **AGENCY PEACE**

**Section 1. No Strikes.** It is agreed that for the duration of this agreement, there shall be no individual or collective strike, slowdown, stoppage of work, picketing, withholding of full and complete service, or any other interruption of the normal operation of the agency's functioning. The Union will not instigate, engage in, support, ratify, condone, or authorize any such activity.

**Section 2. Other Recourse by the Agency.** Without limiting any other remedy the Agency may have in the event there is an alleged violation of Section 1 above, the Union shall immediately, upon request by the Agency, give notice to every employee that such activity is unauthorized by the Union, that such activity is a violation of this Agreement, and is in and of itself just cause for discipline up to and including discharge, and that every employee is immediately to cease and refrain from such activity.

**Section 3. No Lockout.** The Agency agrees that during the term of this agreement, it will not lockout any employees covered by this Agreement.


## **ARTICLE 30** **DURATION**

This agreement made effective October 1, 2016 shall continue in effect through October 31, 2018

**ARTICLE 31**  
**SUCCESSORS**

If Visiting Nurse Services of MI merges, sells, affiliates or participates in any joint venture, partnership, consolidation, stock transfer, transfer of assets or any other business combination, a condition of the merger, sale, affiliation, joint venture, partnership, consolidation, stock transfer, transfer of assets or any other business combination will be that any surviving entity meet the contract obligations of this Collective Bargaining Agreement.

**VISITING NURSE SVCS OF MI**  
**FOR THE EMPLOYER:**


  
\_\_\_\_\_  
Derek Peters, Director of  
Human Resources


  
\_\_\_\_\_  
Jodi Methner, HR Manager

**OPEIU LOCAL 459**  
**FOR THE UNION:**

  
\_\_\_\_\_  
Lance Rhines, Service  
Representative, OPEIU Local 459

  
\_\_\_\_\_  
Kimberly Kay Wright

  
\_\_\_\_\_  
Carol Milan

  
\_\_\_\_\_  
Stephanie Umber