

**NEW PASSAGES  
BEHAVIORAL HEALTH &  
REHABILITATION SERVICES**

**MARCH 25, 2013 TO NOVEMBER 30, 2016**

## **WELCOME**

Welcome to the growing team of people working together at New Passages. We are glad to have you as a member of this award winning organization, and we are confident that you will find your employment here both challenging and rewarding.

This contract will provide you with much of the information you will need to know about your employment with New Passages. The New Passages/SEIU Collective Bargaining Agreement establishes standards with which you will be expected to adhere. For that reason, we encourage you to carefully and completely read this contract. Please free to contact your supervisor or Union with questions concerning the contents of this contract. Use your supervisor as a resource. New Passages' management stands ready to offer you guidance and help.

## **PREAMBLE**

It is the general purpose of this Collective Bargaining Agreement to promote the mutual interests of New Passages and its employees and to provide for the operation of the services provided by New Passages under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization maximum quality of output, cleanliness, protection of property and avoidance of interruptions to service. Our greatest assets are a willingness to listen, a willingness to understand another person's point of view, and our willingness to engage in dialogue. We view these as basic elements of democratic governance and in this manner we are part of a worldwide movement. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is further recognized that it is in the best interest of New Passages and the Union, and their respective representatives at all levels, that all dealings pursuant to the Agreement continue to be characterized by fairness, good faith and in the spirit of mutual respect for the duties and responsibilities which each party has in serving the public good.

## **SUCCESSORSHIP**

This Agreement shall be binding upon the parties, their successors, and assigns in accordance with established law.

## **NOTICE**

The employer will give written notice to the union as soon as reasonably practical with respect to any change in the number, location, and type of facilities and/or sites and/or closure of such facilities and/or sites. The parties recognize that it is in their mutual best interest to achieve smooth transitions in client care, staffing, and other quality of care issues and to minimize the potential for or to eliminate the disruption to business operations that such transitions and/or changes may cause.

## **NON-DISCRIMINATION**

New Passages subscribes to a policy of equal opportunities in employment and in all practices relating to recruitment, hiring, discipline, and other terms and conditions of employment in a manner which does not discriminate on the basis of race, color, religion, national origin, age, gender, disability, marital status, height weight, sexual orientation, and/or membership or non-membership in any labor organization.

## **MAINTAINING HEALTH & SAFETY**

Employees must always use their best judgment and avoid careless and risky situations. It is the employee's duty to correct and/or report potentially dangerous situations to management, which might impact the health & safety of staff or persons served.

The Employer is committed to protecting the health and safety of all staff and persons served. The responsibility for maintaining a healthy and safe environment belongs to all parties. All employees must stay awake at all times. Sleeping on the job subjects employees to disciplinary action, up to and including termination.

Employees may be expected to drive company vehicles. The Employer's vehicles are corporate property and it is the employee's responsibility to protect and preserve corporate assets. The Employer expects that when employees drive an employer's vehicle the employee will use the utmost care and appropriate caution not only for safety purposes, but also out of consideration for the comfort of those accompanying the employee in the vehicle.

In the event that the Employer receives a negative report concerning an employee's driving, the matter will be investigated. The Employer reserves the right to determine the appropriateness of the employee's driving practices and the employee's employment may be affected if the employer feels that the employee's driving presents unacceptable risks to company property, other staff, or persons served. The Employer may provide a special driving training program to assist staff in their driving skills.

The Employer urges all employees to become aware of the safety procedures necessary to avoid either contracting or spreading disease. Employees will be provided information and training in many areas including the exercise of universal precautions.

Employees have a right to know about the chemicals and materials used at the work site. The employer will identify hazardous chemicals and other hazardous materials, label containers, secure Material Safety Data Sheets and train all employees with regard to the safe utilization of all hazardous chemicals and other hazardous materials. The Employer's facilities are tobacco/smoke free environments. Work sites shall have a designated smoking area outside the building.

### **DEFINITIONS**

For the purposes of this collective bargaining Agreement, the following terms, when used in this Agreement, will be defined as follows:

- A. "Union" shall be defined as the Service Employees International Union, Local 517M, a nonprofit labor organization.
- B. "Employer" shall be defined as, Alternative Community Living, Inc., d/b/a New Passages Behavioral Health and Rehabilitation Services.
- C. "Full-time Employees" is an employee normally scheduled to work forty (40) hours during a work week.
- D. "Part-time Employees" is an employee who, on a regular basis, works less than forty (40) hours during a work week.
- E. "Work Week" begins on Saturday at 12:00 a.m. and ends on Friday at 11:59 p.m.

### **WORK PERIOD**

A Work Period begins at 12:00 a.m. Saturday and ends at 11:59 p.m. Friday. A Work Period is seven days.

### **Overtime**

New Passages, Inc. will pay time and one-half (1 1/2) for hours worked over 40 hours in a work period. A work period for overtime calculation is based upon a 7-day work period beginning Saturday at 12:00 a.m. and ending on Friday at 11:59 p.m. Employees are expected to work overtime when scheduled or requested by New Passages, Inc. as a condition of employment.

### **Break Period**

All employees working an 8 hour shift shall be entitled to (2) two 15 minute paid break periods per day. Break periods shall be considered working time. Part time employees working a minimum of a 4 hour shift shall receive (1) one 15 minute break. In the event that a workplace issue, as defined by the supervisor, should arise, the employee's break will be cut short and the Employer will make every attempt to allow the employee to continue the remainder of that break period later within that scheduled shift. Employees are to remain on-site during break periods.

### **LENGTH OF SERVICE TIME**

#### Length of Service Date

All full-time employees and part-time employees experience date shall start from the employee's initial date of hire, unless there has been a termination of experience as outlined in this agreement.

#### Termination of Length of Service Time

An employee's length of service time and an employee's employment relationship with the Employer shall terminate upon the occurrence of any of the following:

- a. Voluntary quitting. (Not reinstated within ten (10) days)
- b. Discharge. (Not reinstated by the dispute resolution procedure)
- c. Layoff or not actively working for any reason for a continuous period in excess of the employee's experience time at the time of layoff, or the start of not actively working, or for one hundred eighty (180) days, whichever is less.

d. Absence from work for a period of two (2) consecutively scheduled workdays without notification to the immediate supervisor or designee during such period of time with the reason for the absence.

e. Retirement.

f. Failure to return to work at the expiration of an approved leave of absence.

#### Length of Service Time List

The Employer shall make available a length of service time list of all full-time and part-time employees immediately after the execution of this Agreement. Any protest regarding the posting of length of service time dates must be made in writing to Human Resources within fifteen (15) working days from such posting. Otherwise, the listing stands as posted.

The subsequent length of service time list shall be made available and a copy of such a length of service time list shall be sent to the Union upon written request. Said list shall not be requested more than twice in any given year.

#### **LAYOFF, DISPLACEMENT, RECALL, AND EMPLOYMENT OPPORTUNITIES**

Layoff is separation from employment as the result of lack of work, lack of fund, or by the determination of the Employer.

Recall is the process by which laid off employees are offered an opportunity by the Employer to return to work. The Employer shall have no obligation to offer employment opportunities after one hundred and eighty days (180) from the date of layoff.

Prior to any recall, the Employer shall have the right to conduct a background check on laid off employees to disqualify any such employee from being recalled as a result any that implies that the employee is not fit or appropriate to work with vulnerable adults or is incapable of performing his or her job with honesty or in a safe manner as outlined in the Michigan Mental Health Code, any other statute or law, or New Passages' insurance program.

Employees subject to layoff shall be offered any open position within the bargaining unit. The employee's length of service will be strongly considered as a factor in filling any open position within the bargaining unit. When the displacement from employment occurs in a setting in which the client exercises privileges/rights to determine its attendant staff, the Employer shall be under no obligation to provide preferential recall rights to the affected employee(s).

The Employer endeavors to fill new job opportunities from among its own employees where possible. The policy of the Employer however, is to hire the best candidate for the position. To the extent possible, the employer will post job openings to provide the employees with an opportunity to express their interest in the position. The employer reserves the right to determine in advance of making such a posting.

Positions will also be listed on employer's website in accordance with established practice.

#### **COMMUNICATION PROMOTION COMMITTEE**

The employer and the union will form a committee to promote on-going communication and information dissemination. Committee members will make meeting requests via the Director of Human Resources and/or identified union stewards. Meetings will be held at mutually agreeable times and/locations and confirmed within 15 days of the meeting request. Meeting agenda will be mutually established in advance of the meeting. If the employer requests the meeting, participates will be compensated at their regular rate of pay.

#### **PERSONNEL FILE**

New Passages will follow the Bullard Plawecki Right to Know Act.

#### **UP-DATING PERSONNEL INFORMATION**

In order maintain complete and accurate personnel files, Employees are required to report the following on the Data Sheet or on tax forms (W-4 and MI-W4):

- Changes of address or telephone number.
- Changes affecting tax status.

Legal name change.  
Changes in designated emergency contact person(s).  
Changes affecting your insurance benefits.  
Changes affecting payroll deposits.

### **JOB DESCRIPTION**

Each Employee will receive a written job description. Each job description will define the Position, Employment Class (exempt/non-exempt), Immediate Supervisor, and Essential Job Functions. Any job description distributed by New Passages may not be inclusive of all duties that the Employee shall be required to perform in that position. New Passages expressly reserves the right to change the responsibilities and duties, as required by its governing bodies, regulatory agencies, funding, other sources, or business justification, which is determined in the sole discretion of the Employer. New Passage may provide a new written job description to the Employee in the event of a change.

Every Employee must sign a copy of his or her job description indicating acceptance and acknowledgement of the duties and responsibilities of the position. The Employee will have the opportunity to receive a copy of his or her job description and the signed original will be placed in the Employee's personal file. Posting(s) will also be listed on employer's website in accordance with established practice.

### **REQUIRED DOCUMENTATION**

New Passages requires that every Employee have the following on file with New Passages. Most of this information is collected before employment begins:

1. Completed application.
2. Employee Medical Release Form, signed by a licensed physician or designee attesting to the physician's knowledge of the Employee's physical health.
3. Tuberculosis Test showing a negative result prior to working in a facility.
4. Federal, State, and Local (where applicable) Withholding Tax Forms.
5. 1-9 Employment Immigration Eligibility Form., and/or where appropriate E-verify.
6. Three verified references and/or past employment experiences.
7. Signed Acknowledgements.
8. Copy of valid Michigan Driver's license or identification card.

Much of this information will be collected during your orientation. However, any information, which you are unable to provide at that time, must be submitted within (3) weeks of your hire date.

### **REQUIRED TRAINING**

Employees are required to satisfactorily complete training courses and other in-service training required by New Passages, the State of Michigan, its agencies, or other contracting authorities. New Passages will maintain a comprehensive record of in-service training in the Employee's personnel file.

Staff meeting are considered required training and/or in-services,. New Passages will make a good faith effort to rotate meeting schedules to accommodate the 24 hour per dya, 7 day per week, 365 days per year nature of the organization.

New Passages will provide reasonable meeting notice when practicable.

### **PERFORMANCE APPRAISALS**

Performance evaluations provided a formal means by which to measure an individuals' employment against Employer expectations. The Employer will conduct employee performance evaluations annually for each Employee. The Employer reserves the right to conduct more frequent performance evaluations with or without notice.

Performance will be evaluated based on employee performance based on assigned job responsibilities. In addition, Employees and the Employer develop work goals and objectives each year. Progress toward the achievement of those goals is measured during the performance evaluation process, as well as at other times. Employees shall be permitted to included opinions regarding their work performance on the performance evaluation form.

The Employer awards raises based solely on merit and available revenues. Reasonable merit raises will generally be considered only at the time of the annual performance evaluation and are awarded at the discretion of the Employer.

A copy of the evaluation will be provided to the Employee should they request a copy.

#### **DUES AND SERVICE FEE**

As a condition of continued employment, employees covered by this Agreement at the time it becomes effective shall maintain membership in the SEIU for the term of this Agreement. Employees hired after the effective date of this Agreement and during the term of this agreement shall within thirty days from the date of hire, establish and maintain membership for the term of Agreement, or shall tender to the SEIU a service charge in the amount equivalent to the periodic and uniformly required SEIU dues, except as specified in this Article.

If any eligible employee, as defined in, Recognition, fails to sign a dues check-off card to become a member of the SEIU, or fails to sign an agency shop service fee card within the thirty (30) day time limit, the Employer will receive written notice via certified mail from the SEIU requesting that such employee be removed from any and all bargaining unit work. Notice shall be simultaneously given to the affected employee. In the initial period post ratification of this Agreement, the Employer shall, not later than ninety (90) days following receipt of such notification, remove the employee from all bargaining unit work.

After the initial period post ratification, if any eligible employee, as defined in, Recognition, fails to sign a dues check-off card to become a member of the SEIU, or fails to sign an agency shop service fee card within the thirty (30) day time limit, the Employer will receive written notice via certified mail from the SEIU requesting that such employee be removed from any and all bargaining unit work. Notice shall be simultaneously given to the affected employee. In this period, the Employer shall, not later than sixty (60) days following receipt of such notification, remove the employee from all bargaining unit work. The parties understand that "removal from all bargaining unit work" may necessitate the termination of employment of the affected employee.

The SEIU agrees to furnish the Employer with written proof that the foregoing procedure has been followed and agrees to supply the Employer with a written demand that the employee be discharged for failure to conform to the provisions of this Article.

All sums deducted by the Employer shall be remitted to the Union (at an address to be designated by the Union) by the tenth (10<sup>th</sup>) day of the month after the month in which the dues were collected. A list of employees and individual deductions shall be included with the check or electronic transaction notification.

Union agrees to hold Employer harmless for any actions arising out of the collection of the said fees including attorney's fees for actions filed by terminated employees because of non-payment of union fees and/or monthly dues.

#### **DISPUTE RESOLUTION**

A grievance is a dispute or complaint between the parties under our out of this Agreement or the interpretation, application, performance, termination, or any alleged breach, and shall be processed and resolved via the Dispute Resolution Process.

1. Step 1, Within ten (10) working days after the Employee knew or reasonably should have known of the cause of the grievance, an Employee, and/or the Union representative, having a grievance shall present the grievance in writing to the Manager. Both parties agree they will cooperate to resolve all grievances informally. The Employee (and the Employee's Union Representative, if requested by the Employee) and the Employer's manager, shall attempt to arrive at a fair and equitable resolution of grievance without resorting to the written procedure set forth in the remainder of this Article. If this is not successful, the grievance shall be submitted in writing in accordance with the terms below.
2. Step 2. If the grievance is not settled in Step 1, the grievant may within ten (10) working days after the decision in step 1 present the grievance in writing to the Talent Management Director/ and or designee and provide a copy of all information that was presented in Step 1 to the Talent Management Office. The Talent Management Director/designee in accordance with established policy and practice and in consultation with a member or members of New Passages' Leadership Team, shall give his or her response in writing to the Employee and/or the Union representative within ten (10) working days after the presentation of the grievance. It is understood and agreed that any grievances concerning disciplinary action involving three (3) or more days off without pay shall commence at Step 2 with the Human

Resource designee. Suspension pending the results of an investigation shall not be grieved until after a decision has been rendered with respect to the investigation.

3. Step 3. If the grievance is not settled in step 2, the grievance may, within ten (10) working days after the answer in Step 2, be advanced in writing to the New Passages' Executive Director or its designee. New Passages' Executive Director or designee shall render a decision in writing within ten (10) working days after a meeting on the grievance in this step unless waived by the parties. The parties agree to disclose the reason(s) and document(s) supporting the grievance and the decision upon the grievance in this step. This Step 3 shall be the final decision for all grievances concerning only oral or written disciplinary action.
4. Step 4. A grievance which has not been resolved may, within ten (10) working days of the written decision in step 3, be referred for non-binding mediation with the Federal Mediation and Conciliation Service (FMCS), or a similar service agreed upon by the parties, so long as FMCS or the similar service offers mediation services at no cost to either party. FMCS or a similar service shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The parties agree to cooperate with FMCS or a similar service in conducting a prompt mediation hearing. Grievances involving disciplinary action of three (3) days suspension or less may only proceed to mediation if both parties mutually agree. Within ten (10) working days after the conclusion of the mediation hearing, the Executive Director or its designee, after considering the issues presented in the mediation procedure, shall issue the final, conclusive and binding decision on the grievance upon the Employer, the Union and the Employees. The company will consider the factors outlined in this Article.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence, and the union may proceed to the next step.

All time limits in this Article shall be exclusive of Saturdays, Sundays and holidays. If a grievance is not initiated within the time period required by this Article, it shall be deemed resolved and shall not be considered subject to any further steps.

Any disposition of a grievance from which no appeal is taken within the time limits specified shall be deemed resolved and shall not be considered subject to any further steps.

The parties may modify and date or time limit in this Article by mutual agreement.

The employer will consider the following when issuing a discipline decision:

1. Did the company give the employee advance notice of the work rule?
2. Was the company's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the company's business?
3. Did the company, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the company's investigation conducted fairly and objectively?
5. At the investigation did the company obtain substantial evidence of proof that the employee was guilty as charged?
6. Has the company applied its rules, order, and penalties even handedly and without discrimination to all employees?
7. Was the degree of discipline administered by the company in particular case reasonable related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his/her service with the company?

## **INSURANCE**

Effective October 1, 2012, through September 30, 2013, the Employer will offer full-time bargaining unit employees insurance under New Passages medical (HUB Buy Up and Core), dental and vision plans as outlined in the applicable section of attachment A.

Bi-weekly contributions, where applicable, will be made by the full-time employee per the attached HUB Buy Up and Core, 2012-2013. (Reference the 3rd column).

Part-time employees shall be eligible to participate in employer sponsored dental and vision plan at employee expense as outlined in the applicable section of attachment A (revised).

Effective with each insurance contract renewal during the course of this collective bargaining agreement, the Employer agrees to offer full-time bargaining unit employees the same medical, dental and vision group insurance offered to other New Passages, non-managerial employees and share in any increase at a 55/45 contribution (55% employee; 45% employer).

Eligible part-time employees (defined for purposes of this article in this paragraph) in the bargaining unit may participate in the Red A Buy-Up Plan on a voluntary basis at employee's expense (see attachment B only as applicable for part-time employees). Employer will incur no costs related to its agreement to administer this program. Further, for the current contract period beginning October 1, 2012, through December 31, 2013, Red A Buy-Up Plan is available to eligible part-time employees at employee's expense. Beginning on January 1, 2014, Red-A Buy-Up will be available to part-time employees working under applicable health care law at employee's expense. Open enrollment for the Red A buy Up Plan will be administered solely by New Passages. The union will provide New Passages with the applicable forms in advance of the open enrollment.

#### **BEREAVEMENT LEAVE**

In the event of a death in the immediate family of any New Passages Employee (spouse/domestic partner, child, father, mother, sister, brother, grandparents, father-in-law, mother-in-law or any relative living in the same household), the Employee will be entitled to a leave of up to four (4) scheduled workdays with compensation starting with the day of the funeral and working backwards. For example, if the funeral is on Monday, and the Employee is scheduled to work Friday but not Saturday or Sunday, the only Friday is paid. If the funeral is on Tuesday, and the Employee is scheduled to work Saturday, Sunday, and Monday but not Tuesday, then only Saturday, Sunday, and Monday are paid. Employees may request additional paid time-off using their available earned time off.

Employees may request bereavement leave for other family members that are not defined in this Article. The Employer will evaluate such requests on a case-by-case basis and the Employer shall not deny reasonable requests for leave under this Article. Full-time employees may also elect to use earned time off for any or all of the three-day bereavement. Extended bereavement leave is subject of approval by the Executive or Associate Director.

Bereavement time will not be calculated as hours worked for purposes of calculating overtime.

#### **EYEGLASSES AND/OR CLOTHING**

New Passages shall pay cost, not to exceed \$300.00 per incident, of repairing or replacing (at New Passages' discretion) an employee's eyeglasses and/or clothing which are damaged at work during a client incident provided a written report is made to the employee's supervisor by the end of the shift. The Employee will provide a copy of the original receipt for eye glass and/or clothing repair. Where an original receipt is not available, the Employee will provide three written estimates for repair or replacement. The Employer will issue reimbursement within 30 days of receipt of acceptable supporting documentation.

#### **WORKERS COMPENSATION**

All Employees, full-time and part-time, are protected while on the job by Worker's Compensation insurance. This insurance will provide coverage for work related injuries, occupational illnesses at work and prolonged absences due to such injuries. In case of an accident or injury, no matter how slight, the Employee must notify the supervisor and fill out an accident report immediately. Payments for medical expenses and lost time at work are determined by state law. This insurance also provides death benefits to the Employee's dependents (if any) in case of death caused at work. New Passages, Inc. pays the full cost of this protection. Failure to promptly report any injury may result in loss of benefits.

In accordance with the leave of absence policy, upon return to work the Employee will be reinstated to his or her former position or to a comparable position. Worker's compensation leaves of absence will be classified as Family Medical Leave Act leaves if FMLA eligibility is met. Both leaves of absence will run concurrently.

#### **JURY DUTY**

Any regular employee who is called to, and reports for, jury duty and/or is subpoenaed and reports as a witness to provide testimony shall be compensated by the employer for their regular pay for each day of jury duty performed on which the employee otherwise would have been scheduled to work, not to exceed eight (8) hours at straight time on any given day or thirty (30) days in any calendar year.

Employees who are excused from jury duty and who can work a minimum of two (2) hours of their regular shift on that day are expected to contact their line manager and come in to work if requested to do so. Time thus paid under this benefit for performance of jury duty will not be calculate3d as hours worked for the purpose of paying overtime wages.

Procedure:

Such compensation shall be payable only if the employee (1) gives the employer notice not less than one week from the date of the initial court summons or correspondence notifying the employee of his or her possible required appearance for jury duty and (2) notice to the employee's supervisor, by 7:00p.m. on the evening preceding an employee's required attendance at court for jury duty call, and (3) presents the proper evidence of performance of jury duty and the amount paid by the court.

Health insurance benefits will continue for the full term of the jury duty absence. Earned Time Off (ETO), if applicable, will continue to accrue during jury duty leave.

### **MILITARY LEAVE**

The Employer will abide by all provisions of the Uniform Services Employment and Reemployment Rights Act of 1994 providing for military leave of absence and employee reinstatement rights.

Whenever employees who are members of the National Guard or Reserves are called to active duty for training or other purposes, they shall be entitled to their statutory military leave of absence in addition to their accrued ETO (Earned Time Off). Employees shall be allowed to utilize their accrued ETO consecutively or concurrently with any approved statutory military leave.

### **FAMILY MEDICAL LEAVE ACT**

#### *Eligible Employees*

Employees are generally eligible for family medical leave of up to 12 weeks or 480 hours if they have been employed by New Passages for at least 12 months, have been employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave, and are employed at a work site where 50 or more employees are employed by New Passages within 75 miles of that work site. For purposes of complying with this federal law, the Employer has adopted the following method to determine when the 12-month period shall begin and end: The 12-month period is measured by looking backward for a 12 month period (measuring or counting backward by date) from the date an Employee requests to begin an approved FMLA Leave.) For example, if an employee took 12 weeks of FMLA leave ending on January 7, 2008, then the employee would not be eligible for the next FMLA leave period until the employee had worked another 12 months after having returned to work, and after he or she had been employed for at least 1,250 hours of service during that 12 month period (by date), and employed at a work site where 50 or more employees are employed by New Passages within 75 miles of that work site.

#### *Leave Unpaid*

All family medical leave shall be unpaid unless another policy allows the leave to be paid. The FMLA permits an eligible employee to choose to substitute paid leave for family medical leave and permits New Passages to require employees to substitute paid leave for unpaid FMLA qualifying leave. Earned Time Off (ETO) may be substituted by either the employee or at the option of New Passages for any qualified family medical leave. New Passages may require paid leave to be substituted for unpaid leave, or that paid leave taken under an existing leave plan be counted as family medical leave. This decision will be made by New Passages at the time the employee requests or gives notice of the leave or when New Passages determines that the leave qualifies as family medical leave if this happens later.

#### *Insurance Coverage*

While the employee is on family medical leave, New Passages will maintain the employee's existing group health plan coverage in accordance with the law. In the event that the health plan or benefits change, New Passages will notify the employee and the employee will be entitled to the new or changed benefits. Any share of health plan premiums, which have been paid by the employee prior to the family medical leave, must continue to be paid by the employee during the family and medical leave period.

The employee's failure to pay his or her portion of any co-payments may result in loss of coverage while on family medical leave. Under the FMLA, New Passages may, at its discretion, pay the employee's share of any missed premiums. Should this occur, New Passages may recover this amount from the employee upon his or her return to work. If coverage lapses, New Passages will restore all coverage and benefits upon return to work in accordance with the law. New Passages also has the

right to recover its share of health plan premiums paid during a period of unpaid family medical leave from an employee if the employee fails to return to work after the employee's family medical leave entitlement has been exhausted or expires, unless the reason the employee does not return is due to the continuation, reoccurrence, or onset of serious health condition which would entitle the employee to leave under the FMLA or other circumstances beyond the employee's control.

#### *Returning to Work*

Upon return from family medical leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

#### **RETIREMENT SAVINGS PLAN**

To the extent New Passages offers a retirement savings plan, employees in the bargaining unit will be allowed to participate in that plan under the terms and conditions offered by the Employer.

#### **PRINTING OF AGREEMENT**

The Union shall pay for the cost of printing of this Agreement for all copies of this Agreement required by the Union or its bargaining unit members. The Employer shall pay for the cost of printing this Agreement for all copies of this Agreement required by the Employer.

#### **PAID HOLIDAYS**

The Employer observes the following paid holiday for full-time employees.

1. New Years Day, or (1) day during Rosh Hashanah
2. Martin Luther Day
3. Memorial Day
4. Independence
5. Labor Day
6. Thanksgiving Day
7. Christmas or (1) day during Hanukkah

Full and part time will receive 1-1/2 times their hourly rate compensation for work performed on observed holidays as holiday pay.

To receive holiday pay the bargaining unit employee must worked his or her last scheduled workday before the observed holiday and must have worked his or her first scheduled day the observed holiday.

#### **AID TO OTHER PARTIES**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purposes of undermining the Union.

Union will not aid, promote or finance any efforts to interfere with or limit the Employer's ability to obtain funding, contractual agreements, or maintenance of advantageous business relationships with any agency, corporation, or individual, or to interfere with or limit the Employer's ability to maintain or to be granted accreditation, licensing, or contractual requirements.

#### **EFFECT OF LEGISLATION AND REGULATIONS**

It is understood and agreed that all agreements are subject to all applicable laws and regulations now or hereafter in effect; and to the lawful regulators, rulings and orders or regulatory commissions or agencies, including but not limited to recipient rights offices and contract agencies having jurisdiction and accrediting bodies. If any provision of this Agreement is in contravention of the laws or regulations of the United States, the State of Michigan, or such other lawful governmental unit, or accrediting body having appropriate jurisdiction, such provision shall be superseded by the appropriate provision of such law or regulation, so long as the same is still in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

#### **NOTEBOOK**

The Employer agrees to permit the Union to place a notebook in a size, quality, and location in those licensed adult foster care facilities in which the Employer approves and where Employer has control over physical premise by lease or contract. In

those locations where the Employer does not have control over the physical premises by lease or contract, the employer shall provide an area at its administrative office for an additional notebook. The notebook shall contain the following notices:

1. Recreational and social events of the Union
2. Union meetings
3. Union elections
4. Reports of union committees
5. Rulings or policies of the Union
6. Union contact numbers

The policing of the notebook are an obligation of the Union.

Any material posted in the notebooks, which contain anything, political or controversial, anything reflecting upon the Employer, or any of its employees, shall be in violation this Article and shall entitle the Employer to require the Union to remove such material. In the event that the material is not removed by the Union, the Employer may remove such material.

#### **WAIVER CLAUSE**

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and therefore, agree that negotiations will not be reopened on any item whether or not discussed at any time during negotiations or during the life of the Agreement unless mutually agreed upon by the union and the employer.

#### **ONE TIME MONETARY PAYMENT**

Upon ratification all bargaining unit employees will receive a monetary payment no later than two pay periods after the ratification of the contract. These payments will be paid in a separate pay check.

The monetary payment schedule shall be as follows after ratification;

#### **First Payment:**

Employees with 5 years of service or less counting backward form the date of ratification:  
\$100.00

Employees with 5 years of service or more counting backward from the date of ratification:  
\$110.00

#### **Second Payment:**

Employees will have the following monetary payment no later than two pay periods after the following date; July 1, 2014:

Employees with 5 years of service or less counting backward from July 1, 2014, will receive the following amount;  
\$105.00

Employees with 5 years of service or more counting backward from July 1, 2014, will receive the following amount;  
\$120.00

#### **Third Payment:**

Employees will have the following monetary payment no later than two pay periods aft ethe following date; July 1, 2014:

Employees with 5 years of service or less counting backward form July 1, 2015, will receive the following amount;  
\$110.00

Employees with 5 years of service or more counting backward from July 1, 2015, will receive the following amount;  
\$125.00

#### **TUITION REIMBURSEMENT**

New Passages shall offer tuition reimbursement to bargaining unit employees. To be reimbursed, the employee must obtain approval from New Passages for tuition reimbursement in advance of enrollment. Tuition reimbursement for full-time employees, (as defined in this Agreement, and who have worked an average of 40 hours a week in the 12 months

immediately preceding the course for which the employee seeks reimbursement), may be reimbursed for fifty percent (50%) of his or her tuition cost up to \$350.00 each fiscal year providing that the full time employee submits evidence of a C or better grade and receipts that substantiate the cost of the class attached to New Passages' Tuition Reimbursement Form. Employees must request tuition assistance on or before July 1 for the fiscal year beginning October 1. The Leadership Team will review all requests and approve those that are pertinent to the mission of the organization.

Part-time employees (defined as those employees who worked an average of less than 40 hours a week in the 12 months immediately preceding the course for which the part-time employee seeks reimbursement), shall also be allowed to take opportunity of this benefit under the provisions of this Article, with the exception being that the amount of reimbursement for part-time employees shall be limited to fifty percent (50%) of his or her tuition cost up to \$75.00 each fiscal year.

Employees seeking reimbursement under this Article must submit the required documentation to the Human Resources Director, including the reimbursement form, payment receipt, and grade earned no later than the last day of the fiscal year for which the tuition reimbursement was approved.

### **WAGE PASS THROUGH**

Consistent with its past practice, the Employer will pass through increases received as a mandatory pass through from its contract and/or funding agency(ies) less applicable costs and deductions for workers' compensation, payroll taxes, and other standard deductions, to employees.

### **EARNED TIME OFF**

New Passages provides full-time Employees with paid time-off and encourages employees to use this benefit. New Passages accrues Earned-Time Off (ETO) each calendar year, accrual amounts are based on length of service Employees may not use time that has not yet accrued.

Earned Time Off (ETO) schedule is as follows:

#### Bargaining Unit Employees

During the 1st Year of Service	40 hours
After 2nd Year of Service	80 hours
After 3rd Year + of Service	120 hours

An employee must be employed for ninety (90) days before he or she can use any ETO. To use any time, an employee must complete an ETO Request Form. Planned ETO use should be requested at least two weeks in advance.

Should full time employee's hours be reduced for whatever reason, accrued time will be added to the employee's total hours to balance 40 hours for a work week.

Employees ETO will not exceed 40 hours in a work week.

New Passages reserves the right to deny a specific time request based on specific facility scheduling needs. If an employee's time off request is denied and documented as such on the ETO Request Form, and that time cannot be utilized during the remainder of the year, an employee with two or more years of service may carry over a maximum of 24 hours of his or her time into the next year, provided that the request for carry over time is received in writing by the Employer before December 31. All carried over ETO must be used by the last day of February of the following year. Employees may also request a payout of accrued ETO not to exceed twenty four (24) hours. If the employee requests a payout of ETO not to exceed 24 hours, must be requested in writing by the employee and received by the Employer before December 31, of the same year, and will be paid to the employee before the last payroll date in February of the year after the ETO is accrued. For those employees with less than two years of service, the Employer will work with the employee to ensure that the employee's ETO is not forfeited on a case-by-case basis.

Upon termination of employment due to resignation with two weeks' notice or retirement with two weeks' notice, death, dismissal, or layoff, an employee shall be compensated at fifty percent (50%) value for the unused ETO time at the employee's current base rate of compensation.

ETO may be taken in increments of thirty (30) minutes or more for illness, personal time, or vacation time. Qualified bargaining unit employees shall request ETO within policy guidelines. A supervisor will notify employees of approval or denial of the employees' request within a reasonable time after the request is received.

ETO shall not be unreasonably denied. In the unlikely event, that ETO is denied because of program or other employer needs, the employer reserves the right to reschedule the employee's ETO and/or to arrange for payout of a portion of the employee's ETO, in accordance with this article.

New Passages will maintain an accurate record of the used time off and accrued time.

### **LIFE AND ACCIDENTAL DEATH INSURANCE**

New Passages will pay the full premium on a term policy of group life/accidental death insurance providing coverage to full-time employees in the amount of \$10,000.00 and the amount of \$5,000.00 to part-time employees. Coverage begins after the first day of the month following 60 days of continuous employment, in recognition of policy limitations and regulations. Employees, whether full-time or part-time, may increase the amount of coverage at their own expense.

For purposes of this Agreement, the amounts of coverage above will take effect upon the next renewal of the Life and Accidental Death Insurance premium. The current premium will remain in effect until its expiration date.

### **MANAGEMENT RIGHTS**

New Passages expressly retains and reserves the right to operate its business as it determines necessary with respect to efficiency, effectiveness, and stakeholder satisfaction. This includes, but is not limited to, the right to:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of equipment to be used, and discontinuance of any services or methods of operation.
2. To determine the number, location, and type of facilities, to direct the staff, to assign the type and location of work assignments, and determine the number of Employees assigned to operations.
3. To close or otherwise reduce the scope of operations of any or all of its facilities and to adjust wages, hours, or working conditions to comply with contractual requirements, funding decreases, or other events.
4. To determine the job titles and duties of each Employee, subject to change without written notice to Employees. To determine the qualifications and competencies of the Employees to perform the available work.
5. Hire, fire, suspend, and otherwise discipline its Employees.
6. To establish and change work schedules, work standards, and the methods of processes and procedures by which such work is to be performed by Employees.
7. To determine the work hours of the Employee, the number of work hours, to assign or transfer its Employees, and to reduce or increase work hours. To determine starting and ending times for all shifts and the number of hours to be worked by Employees. To sub-contract or purchase the construction of new facilities, or the improvement of existing facilities.
8. To produce new equipment, methods, or processes, change or eliminate existing equipment, and institute technological changes.
9. To interpret, enforce, maintain, and revise if necessary the corporation's Policies and Procedures Manual, Employee Handbook, Corporate Compliance and Integrity Plan, Information Technology Handbook, and other similar manuals, policies, or handbooks that may be developed by the Employer as business, regulatory, accreditation, funding, and economic conditions dictate.

**TERMS OF AGREEMENT**

The rest of the contract/collective bargaining agreement will remain the same as the current contract/collective bargaining agreement until November 30, 2016.

This Agreement shall be renewed from year to year thereafter (November 30, 2016), provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by service written notice on the other party of its desire to change, amend or terminate at least sixty (6) days prior to November 30, 2016.

NEW PASSAGES

LOCAL 517M, SERVICE EMPLOYEES  
INTERNATIONAL UNION

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING: PAID HOLIDAYS

This Memorandum of Understanding: Paid Holidays, dated January 15, 2010 clarifies a provision of the Union Contract ratified by the SEIU on December 2, 2009 and ratified by the Employer, New Passages, on December 19, 2009, a Michigan non-profit corporation and the Service Employees International Union (SEIU), and is made with reference to the following facts and circumstances:

- A. New Passages and the SEIU desire to clarify the Union Contract with respect to the Union Contract's provision regarding paid holidays.
- B. New Passages and the SEIU agree to clarify the Union Contract as stated in this Memorandum of Understanding.

New Passages and the SEIU agree as follows:

- 1. Regarding Paid Holidays, of the Union Contract, signed as a tentative agreement by New Passages and the SEIU on September 22, 2008, is clarified as follows:

### PAID HOLIDAYS

New Passages observes the following paid holidays:

New Year's Day, or (1) day during Rosh Hashanah  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day or (1) day during Hanukkah

Full-time employees in the bargaining unit will receive eight hours pay at their regular hourly rate for the above observed holidays if they are not scheduled to work on the holiday at their regular wage rate.

Full and part-time bargaining unit employees who work any of the above observed holidays will be paid at the rate of time and one-half their regular hourly rate for work performed on observed holidays as holiday pay. To receive holiday pay, the bargaining unit employee must have worked his or her last scheduled work day before the observed holiday and must have worked his or her first scheduled day after the observed holiday.

2. Miscellaneous. The parties restate all other provisions of the Union Contract and agree that all such provisions remain in effect. If there is any conflict between the provisions of this Memorandum of Understanding: Paid Holidays and the provisions of the Union Contract, the provisions of this Memorandum of Understanding: Paid Holidays shall control.
3. The effective date of this clarification is January 15, 2010.

The parties have executed this Memorandum of Understanding: Paid Holidays as of the date first written above and certify by their signatures below that they are authorized to execute this Memorandum of Understanding: Paid Holidays on behalf of their respective organizations.

New Passages:

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Its authorized representative

SEIU:

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Its authorized representative

## MEMORANDUM OF UNDERSTANDING: RECOGNITION

This Memorandum of Understanding: Recognition, dated January 15, 2010 clarifies a provision of the Union Contract ratified by the SEIU on December 2, 2009 and ratified by the Employer, New Passages on December 19, 2009, a Michigan non-profit corporation and the Service Employees International Union Local 517M (SEIU), and is made with reference to the following facts and circumstances:

- A. New Passages and the SEIU desire to clarify the Union Contract with respect to the Union Contract's provision regarding New Passages' recognition of the SEIU as the certified bargaining representatives of a defined bargaining unit.
- B. New Passages and the SEIU agree to clarify the Union Contract as stated in this Memorandum of Understanding.

New Passages and the SEIU agree as follows:

- 1. Article X, Dues and Service Fee, of the Union Contract, signed as a tentative agreement by New Passages and the SEIU on November 28, 2007, references a Recognition clause, which shall be defined as follows:

### RECOGNITION

Pursuant to and in accordance with all applicable provisions of the National Labor Relations Act, as amended, the Employer, New Passages, recognizes the Union, the Service Employees International Union (SEIU) as the sole and exclusive bargaining representative for the purpose of collective bargaining, as defined by the terms of this Contract, for all full-time and regularly scheduled part-time direct care workers and case managers employed by the Employer in its various group homes located in Bay, Saginaw, Clinton, Eaton, Ingham, Jackson, Washtenaw, Oakland, Macomb, Lapeer, Livingston, and Sanilac counties in the State of Michigan but excluding all line managers, targeted case managers, directors, human resource personnel, nurses, administration assistants, and guards and supervisors as defined in the Act and all other employees.

- 2. Miscellaneous. The parties restate all other provisions of the Union Contract and agree that all such provisions remain in effect. If there is any conflict between the provisions of this Memorandum of Understanding: Recognition and the provisions of the Union Contract, the provisions of this Memorandum of Understanding: Recognition shall control.
- 3. The effective date of this Memorandum of Understanding: Recognition is January 15, 2010.

The parties have executed this Memorandum of Understanding: Recognition as of the date first written above and certify by their signatures below that they are authorized to execute this Memorandum of Understanding: Recognition on behalf of their respective organizations.

New Passages:

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Its authorized representative

SEIU:

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Its authorized representative