

Agreement By and Between

**ALTERNATIVE
COMMUNITY LIVING, INC.
d/b/a HOPE NETWORK -
NEW PASSAGES**

And

LOCAL 517M SEIU

APRIL 17, 2017 TO APRIL 16, 2020

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ARTICLE 1 - 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.

ARTICLE 2 - 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, case managers, and recovery specialists 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, administrative assistants, and guards and supervisors as defined in the Act and all other employees.

ARTICLE 3 - 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.

ARTICLE 4 - 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.

ARTICLE 5 - 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 hours or working conditions to comply with contractual requirements.
4. To determine the job titles and duties of each Employee, subject to change with 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.

ARTICLE 6 - SUCCESSORSHIP

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

ARTICLE 7 - 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.

ARTICLE 8 - 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 hired to work forty (40) hours during a work week.
- D. "Part-time Employees" is an employee hired to work less than forty (40) hours during a work week. When a Part-time employee works a schedule consisting of forty (40) hours or more for a ninety (90) day period, the Part-time employee's job status will prospectively change to Full-time status subject to Management's continuing rights to classify employees under this Agreement.
- E. "Work Period." The work period will begin on Sunday at 12:00 a.m. and end fourteen calendar days later on a Saturday at 11:59 p.m. The pay date of Friday will remain.

ARTICLE 9 - MAINTAINING HEALTH AND 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 and 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 the 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.

ARTICLE 10 - 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.

ARTICLE 11 – UNION DEDUCTION

Employees may elect to have union dues deducted from their wages and have such union dues paid over to the SEIU. Employees who have elected to pay union dues shall complete an authorization form for submission to the Employer.

If an employee, defined in the Recognition clause, signs a dues check off form, the Employer agrees to remit to the SEIU, (at an address to be designated by the SEIU) by the tenth 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.

Pursuant to 2012 PA 248, any employee, as defined in the Recognition clause, shall not be required as a condition of obtaining or continuing employment to do any of the following:

1. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization.
2. Become or remain a member of a labor organization.
3. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything of value to a labor organization or to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by a labor organization.

ARTICLE 12 - UNION REPRESENTATION

Section 1. The Employer will give Chief Union Steward and Union Stewards time off from their individual scheduled work hours to present grievances at steps 2, 3, and 4 as defined in the Article entitled "Dispute Resolution". The Chief Union Stewards and Stewards will be reimbursed through a "Union Representation Fund" administered by the Union. The Employer shall have no administrative or legal responsibility over the Union Representation Fund.

A. Each Union Steward and Chief Stewards may collectively devote not more than a total of ten (10) scheduled work hours to such activities in any calendar week. If additional time is required to complete such functions, it must be accomplished during non-work time. The Union Stewards will document all time during regular work shift that the Steward spends related to Union activities. The time will be documented on the "Reimbursable Union Steward Activity" form attached to this Agreement. Time spent by Union Stewards and Chief Union Stewards engaged in bargaining will not be deemed or considered "time worked" for overtime pay, or other wage and hour purposes.

B. Chief Union Stewards who need time off under paragraph (A) must notify their supervisor as soon as possible that they are to present a grievance. The request of time off will not be unreasonably denied and the Union Steward or Chief Union Steward will not be responsible for obtaining coverage for their absence. Talent Management and the Union must be contacted and informed of any request for time off ten (10) days advance unless otherwise mutually agreed.

Section 2. A maximum of four (4) bargaining unit employees on the Union bargaining team will be paid their regular hourly wage from the "Union Representation Fund" for any "bargaining time" spent in negotiations which falls during the regularly scheduled work time. The election of the negotiating team may take place at programs as long as it is not disruptive to consumers or consumer care. The Union will notify the Employer in writing of who is on the team. "Bargaining time" means time spent in actual bargaining sessions or in caucuses held on scheduled bargaining days. Time spent by Union members engaged in bargaining will not be deemed or considered "time worked" for overtime pay, or other wage and hour purposes. The request of time off by bargaining team members will not be unreasonably denied and bargaining team members will not be responsible for obtaining coverage for their absence. Talent Management and the Union must be contacted and informed of any request for time off five (5) days in advance unless otherwise mutually agreed.

Section 3. Union bargaining team members, Union Stewards and Chief Union Stewards will not experience a reduction in status as a result of participation in activities that are wholly or partially reimbursable under Section 1 and 2 of this Article.

Section 4. Compensation for Union Stewards, Chief Union Stewards and bargaining team members will cease when there are insufficient funds within the "Union Representation Fund". In the event that all funds have been depleted from the "Union Representation Fund" those Union Stewards and Chief Union Stewards covered under this Article will still be allotted unpaid leave by the Employer to perform all duties stipulated and defined under Sections 1 and 2 under this Article.

ARTICLE 13 - 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 Talent Management 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, participants will be compensated at their regular rate of pay.

ARTICLE 14 - 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 contact. In those locations where the Employer does not have control over the physical premises by lease of contact, 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 contract numbers

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

In the interest of safeguarding the privacy of employees and consumers, any material posted in the notebooks will be in accordance with the Health Insurance Portability and Accountability Act and all other applicable laws. In the event that the material is not removed by the Union, the Employer may remove such material provided that the Union is given notice of the materials removed.

ARTICLE 15 - 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 Passages 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 acknowledgment 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 personnel file. **The job description will also be posted on employer's website in accordance with established practice.**

ARTICLE 16 - PERSONNEL FILE

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

ARTICLE 17 - 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.

ARTICLE 18 - 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 meetings 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 day, 7 day per week, 365 days per year nature of the organization.

New Passages will provide reasonable meeting notice when practicable.

ARTICLE 19 - UP-DATING PERSONAL INFORMATION

In order to maintain complete and accurate personnel files, Employees are required to report the following on the Data Sheet and/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 insurance benefits.
- Changes affecting payroll deposits.

ARTICLE 20 - 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 in excess of one hundred eighty (180) days; or not actively working for any reason other than what is described in subparagraphs (a) (b) (d) (e) and (f) of this Paragraph, for a continuous period in excess of the employee's experience time 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.

ARTICLE 21 - WORK PERIOD

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

1. Direct Deposit Forms will be made available should any staff desire to initiate direct deposit. The Direct Deposit option deposits the staff paycheck directly into the bank account designated by the staff person.
2. Benefit Deduction Changes (Part-Time Employees Only) – The conversion to the ADP system also requires a change in the manner in which deductions for benefits such as vision and dental are administered for part-time employees in the bargaining unit. Now, the manual process deducts the entire amount of such premiums from the part-time employee's first paycheck of the month. At the time of the ADP transition, and thereafter, the deduction for such premiums will be spread over the 26 pay dates throughout the year.

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 14-day work period beginning Sunday at 12:00 a.m. and ending on Saturday 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.

ARTICLE 22 - 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.

ARTICLE 23 - WAGE SCALE AND PAYMENT

The Employer will increase the hourly wage rate paid to employees consistent with the following:

1. For bargaining unit members working at the Coulson, Eureka, Holt, Loretta, Stoll, Village Manor programs, unit members' hourly rates in effect prior to November 27, 2016 will be subject to:
 - a. A three (3%) percent increase which increase incorporates and replaces all wage pass through stipends authorized to date and formerly paid quarterly; together with
 - b. A \$0.58 increase which increase incorporates and replaces the quality bonus stipends of \$300 previously paid on a quarterly basis to unit members.
 - c. Should the preceding hourly recalculation for any unit member result in an hourly wage of less than \$9.75, then such unit member's hourly wage shall be increased to \$9.75.
 - d. The wage scale for unit members shall be \$9.75 at a minimum and \$10.25 at a maximum, subject to paragraphs 6-9 below.

2. For bargaining unit members working at the Rambo and Weiss programs, unit members' hourly rates in effect prior to November 27, 2016 will be subject to:

- a. A three (3%) percent increase which increase incorporates and replaces all wage pass through stipends authorized to date and formerly paid quarterly.
 - b. Should the preceding hourly recalculation for any unit member result in an hourly wage of less than \$9.70, then such unit member's hourly wage shall be increased to \$9.70.
 - c. The wage scale for unit members shall be \$9.70 at a minimum and \$10.20 at a maximum, subject to paragraph 6-9 below.
3. For bargaining unit members working at the Saginaw CRU program, unit members' hourly rates in effect prior to November 27, 2016 will be subject to:
 - a. A six (6%) percent increase which increase incorporates and replaces all wage pass through stipends authorized to date and formerly paid quarterly.
 - b. Should the preceding hourly recalculation for any unit member result in an hourly wage of less than \$9.70, then such unit member's hourly wage shall be increased to \$9.70.
 - c. The wage scale for unit members shall be \$9.70 at a minimum and \$10.20 at a maximum, subject to paragraph 6-9 below.
4. For bargaining unit members working at the Hogan and Westwood programs, unit members' hourly rates in effect prior to November 27, 2016 will be subject to:
 - a. A five (5%) percent increase which increase incorporates and replaces all wage pass through stipends authorized to date and formerly paid quarterly.
 - b. Should the preceding hourly recalculation for any unit member result in an hourly wage of less than \$9.25, then such unit member's hourly wage shall be increased to \$9.25.
 - c. The wage scale for unit members shall be \$9.25 at a minimum and \$9.75 at a maximum, subject to paragraph 6-9 below.
5. For bargaining unit members working at the Harrington, Custer, Highland, Fox River, Log Cabin, Rivers Edge, Autumn Manor, Baker, Brandenburg, Broderick, Hathaway, Jewel Pointe, Maplelane, Omo, Otter, Riviera, Shelby, Eagle Pointe, New Center, Genesee CRU, and Bay Housing programs, unit members' hourly rates will be subject to:
 - a. A wage scale providing a minimum hourly rate of \$9.25 and \$9.75 at a maximum, subject to paragraph 6-9 below.
6. For bargaining unit members with a hire date of 2014 or earlier, hourly rates will be increased by two (2%) percent. The two (2%) percent increase may result in an individual's wage rate that exceeds the maximum wage scale rate identified in the preceding paragraphs of this provision. The two (2%) percent increase shall be unaffected by the maximum wage scales set forth in the preceding paragraphs of this provision.

7. The increase in the hourly wage rates identified in this provision incorporate and are inclusive of all wage pass through funds and quarterly quality stipend programs in effect as of November 27, 2016 with the following exception:
 - a. The Employer shall pay any wage pass through funds and/or quarterly quality bonus stipends earned by any bargaining unit member through November 26, 2016 in accordance with its past practice.
8. Nothing in this provision shall affect additional wage pass through funding received by the Employer for its bargaining unit members from its funding agency beyond those funds received as of November 27, 2016.

ARTICLE 24 MUTUAL SETTLEMENT OF BONUS DISPUTE

1. Upon ratification of this Agreement by both parties and after the NLRB's approval of the Union's withdrawal of its Charge in Case No. 07-CA-158059, the Employer shall calculate and notify the Union of the total amount required to be paid with interest computed pursuant to New Horizons, 283 NLRB 1173 (1987), compounded daily as prescribed in Kentucky River Medical Center, 356 NLRB 6 (2010) as of the date of ratification of this Agreement ("Gross Amount"). The Employer shall then issue a bonus check within two pay periods of the preceding events to all bargaining unit members employed on July 1, 2015 who have continued to be employees as of the ratification date as follows:
 - a. Employees with less than five (5) years of service counting backward from July 1, 2015 will receive \$110.00 with interest computed pursuant to New Horizons, 283 NLRB 1173 (1987), compounded daily as prescribed in Kentucky River Medical Center, 356 NLRB 6 (2010).
 - b. Employees with five (5) years of service or more counting backward from July 1, 2015 will receive \$125.00 with interest computed pursuant to New Horizons, 283 NLRB 1173 (1987), compounded daily as prescribed in Kentucky River Medical Center, 356 NLRB 6 (2010).
2. After the payments identified in Paragraph 1 above are issued ("Remaining Funds"), the Employer shall forward to the Union a sum of Four Thousand (\$4,000.00) Dollars to be used by the Union for the purposes identified in Article 12 Union Representation.
3. The balance of the Remaining Funds shall be divided in equal amounts for those employees who were employed by the Employer on July 1, 2015 ("Claim Sum"), but who were not employed on the date of the ratification of this Agreement

subject to the Employer's receipt of a claim from those former employees pursuant to the terms of this Paragraph. The Employer shall notify each former employee that upon receipt by the Employer of a Claim Form from the former employee no later than ninety (90) days from the date of the Employer's notice date, the former employee shall receive the Claim Sum.

4. The Employer shall notify the Union of the Balance Remaining after payment of all Claim Sums within 120 days of the Employer's notice to all former employees. The Employer shall forward the final balance remaining to the Union for the purposes identified in Article 12 Union Representation.

ARTICLE 25 BONUS PAYMENTS

1. Within two pay periods after ratification of this Agreement by both parties, employees with ninety (90) or more days of service and who have not resigned or been terminated from employment as of the ratification date, will receive \$100.00 paid by separate check.
2. Within two pay periods of the first anniversary of the ratification date, employees with ninety (90) or more days of service and who have not resigned or been terminated from employment as of the ratification anniversary date, will receive the following payment:
 - a. Employees with less than five (5) years of service counting backward from the first anniversary of the ratification date shall receive \$100.00 by separate check;
 - b. Employees with five (5) years of service or more counting backward from the first anniversary of the ratification date shall receive \$115.00 by separate check.
3. Within two pay periods of the second anniversary of the ratification date, employees with ninety (90) or more days of service and who have not resigned or been terminated from employment as of the ratification's second anniversary date, will receive the following payment:
 - a. Employees with less than five (5) years of service counting backward from the second anniversary of the ratification date shall receive \$100.00 by separate check;

- b. Employees with five (5) years of service or more counting backward from the second anniversary of the ratification date shall receive \$125.00 by separate check.

ARTICLE 26 -PAID TIME OFF

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

Bargaining Unit Employees

During the 1 st year of service	up to 40 hours
After 2 nd year of service	up to 80 hours
After 3 rd year + of service	up to 120 hours

An employee must be employed for ninety (90) days before he or she can use any PTO unless otherwise approved in writing by the Employer's authorized PTO administrator. To use any time, an employee must complete a PTO Request Form. Planned PTO 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 totally hours to balance 40 hours for a work week.

Employees PTO 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. An employee with - more than one year of service shall carry over a maximum of 24 hours of his or her accrued and unused time into the next year.. Alternatively, Employees may request a payout of accrued PTO not to exceed twenty four (24) hours. If the employee requests a payout of PTO not to exceed 24 hours, the request for payout must be made 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 PTO is accrued.

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

PTO may be taken in increments of thirty (30) minutes or more for illness, personal time, or vacation time. Qualified bargaining unit employees shall request PTO 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.

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

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

ARTICLE 27 - 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.

ARTICLE 28 - PERFORMANCE APPRAISALS

Performance appraisals provide a formal means by which to measure an individual's employment against Employer expectations. The Employer will conduct employee performance appraisals annually for each Employee. The month in which the employee was hired will be the start of the performance appraisal year. The Employer reserves the right to conduct more frequent performance evaluations with or without notice.

Employee Performance appraisals will be evaluated based on employee performance of the responsibilities set forth in employee's job description. In addition, employees develop work goals and objectives each year and progress toward the achievement of those goals, which is measured during the performance appraisal process, as well as at other times. Employees shall be permitted to include opinions regarding their work performance on the performance appraisal 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 appraisal and are awarded at the discretion of the Employer. The Employer shall provide contemporaneous notice to the Union of the award of merit raises.

ARTICLE 29-INSURANCE

The Employer will offer full-time bargaining unit employees insurance under New Passages medical (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 Buy Up and Core.

Part-time employees shall be eligible to participate in employer sponsored dental and vision plan at employee expense.

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 50/50 contribution (50% employee; 50% employer).

Eligible part-time employees (defined for purposes of this article in this paragraph) in the bargaining unit may participate in the 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 April 17, 2017, through April 16, 2020. The Plan is available to eligible part-time employees at employee's expense. Open enrollment for the Plan will be administered solely by New Passages.

ARTICLE 30 - 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.

ARTICLE 31 - 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 \$500.00 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 \$350.00 each fiscal year.

Employees seeking reimbursement under this Article must submit the required documentation to the Talent Management 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.

ARTICLE 32 - 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, then 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 to approval by the Executive or Associate Director.

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

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

ARTICLE 33 - EYEGLASSES AND/OR CLOTHING

New Passages shall pay the cost, not to exceed \$300.00 per incident, of repairing or replacing (at New Passages' reasonable 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.

ARTICLE 34 - 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.

ARTICLE 35 - 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 calculated 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 after 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.

ARTICLE 36 - 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 as soon as possible, but in no event later than the time period permitted by Michigan law. 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.

ARTICLE 37 - 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.

ARTICLE 38 - 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.

ARTICLE 39 -LAYOFF, DISPLACEMENT, RECALL, AND EMPLOYMENT OPPORTUNITIES

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

Recall is the proves 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 statue 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 positing. Positions with also be listed on employer's website in accordance with established practice.

ARTICLE 40 - DISPUTE RESOLUTION

A grievance is a dispute or complaint between the parties under or 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 Talent Management 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 below in this Article and may consider other evidence deemed necessary to reach a final, conclusive, and binding decision.**

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 any date or time limit in this Article by mutual agreement.

The employer will consider, but is not limited to, 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, orders, and penalties even handedly and without discrimination to all employees?
7. Was the degree of discipline administered by the company in particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the company?

ARTICLE 41 - TERMS OF AGREEMENT

This Agreement shall be effective as of April 17, 2017 and shall remain in full force and effect, without change, additions or amendments through April 16, 2020.

This Agreement shall be renewed on the same terms and conditions for successive periods of one year unless either party shall, on or before the 90th day prior to expiration, serve written notice on the other party of a desire to terminate this Agreement and to modify, alter, amend, renegotiate or change this Agreement.

ARTICLE 42 - 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 this Agreement unless mutually agreed upon by the union and the employer.

ARTICLE 43 - 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.

ALTERNATIVE COMMUNITY LIVING, INC.
d/b/a HOPE NETWORK – NEW PASSAGES

By: _____

Its: _____

By: _____

Its: _____

LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION

By: _____

Its: _____

By: _____

Its: _____

