Agreement By and Between

Hope Network Behavioral Health Services

and

OPEIU Local 459

Effective: September 28, 2026, through September 27, 2029

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PREAMBLE

This Agreement is entered into this day of September 28, 2026, between the Office and Professional Employee International Union, Local 459, AFL-CIO (hereafter referred to as the "Union"), and Hope Network Behavioral Health Services (hereafter referred to as the "Agency") and its successors.

ARTICLE 1 RECOGNITION

Section 1. The Agency agrees to recognize the Union as the sole collective bargaining agent on all matters of wages, hours of work and conditions of employment for the following full-time and regular part-time employees at all programs operated by the Agency:

Advanced Residential Instructor
Cook
Day Program Instructor
Dietary Services Coordinator
Grounds Maintenance Technician
Activity Instructor
Lead Cook
Licensed Practical Nurse (LPN)
Maintenance Technician
Maintenance Technician & Flooring & Tile Specialist
Medical Assistant
Residential Instructor
Residential Instructor-Rover
Medication Distributer

But excluding the following: on-call employees (Status 9), temporary employees, per diem employees, contract employees, administrative employees, clerical employees, managerial employees, confidential employees, consumer employees, and supervisors (Assistant Program Managers, Program Managers, Program Directors, Resident Managers, Resident Assistants, Nursing Supervisor - RNs, Program/Nursing Manager, Shift Supervisors-LPN, Director of Dietary Services, Program/Activities Manager, and Lead Residential Instructors), professional employees (Program Nurse - RNs, Kalamazoo Crisis RNs, Case Managers, Behavior Specialists, Therapists) and guards as defined in the Act.

Section 2. This Agreement is not intended to grant recognition to programs that the Agency did not operate when the parties first entered the Agreement. The Agency will notify the Union if and when it begins operating any new programs. The Agency and Union may agree to the addition of individual programs to the bargaining unit, or either party may seek to add further programs through an appropriate unit clarification petition.

Section 3. Temporary is defined as an employee in any of the above whose term of employment is expected to be, and in fact is, less than ninety (90) calendar days or as an employee who is replacing an employee on an approved leave of absence.

Section 4. The following classifications are inactive but will be recognized under 1 if they are reestablished in the future: Advanced Kalamazoo Crisis Specialist, Kalamazoo Crisis Stabilization Specialist, Kalamazoo Dietary Coordinator, Kalamazoo Elderly Program Residential Care Staff, Muskegon Residential Care Staff,

Transitional Housing Specialist, Dietary Aide, Health & Activity Coordinator, Overnight Relief, Housekeeper, Day Program Instructor, LPN, and Painter.

ARTICLE 2 NON-DISCRIMINATION

Section 1. The community entrusts the Agency to provide mental health service to a diverse population with varied cultural and ethnic heritages. All recruitment, employment, job training, compensation and other conditions of employment are based on the policy of giving equal employment opportunity to all qualified persons without regard to race, color, religion, national origin, sex, age, non-disqualifying disability, height, weight, marital or veteran's status, sexual orientation, union activity or any other protected characteristics. The Agency and Union agree that they will not discriminate or retaliate under this Agreement based on the protected characteristics listed above or based on eligibility for or use of Family and Medical Leave.

Section 2. Neither the Agency nor the Union will unlawfully discriminate or retaliate against qualified disabled individuals in regard to any employment practices or employment terms, conditions or privileges. This prohibition covers all aspects of the employment process, including application, testing, hiring, assignment, evaluation, disciplinary actions, promotion, medical examination, training, lay-off/recall, termination, compensation, leave benefits or any other employment term, condition or privilege.

Any qualified disabled individual who needs reasonable accommodations to perform essential job functions must notify the Agency's Human Resource Department in writing of his/her need for such accommodation.

Section 3. Any employee who believes that his or her rights under this Article have been violated may either seek relief in arbitration under the Grievance Procedure set forth in this Agreement or through the appropriate administrative agency or civil litigation. Pursuit of relief in arbitration under the Grievance Procedure requires that the employee first execute an Election and Waiver in the form attached as Attachment 1 Pursuit of relief through an administrative agency or civil litigation, including but not limited to the filing of a complaint or a charge, will constitute an election of remedy and bars any right to relief under the Grievance Procedure. Pursuit of relief through the Grievance Procedure will not constitute an election of remedy or require execution of the Election and Waiver unless and until the employee seeks arbitration of his/her claim.

ARTICLE 3 MANAGEMENT RIGHTS AND JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. Except as expressly modified or restricted by a specific Agreement provision, the Agency retains the sole and exclusive right and prerogative to manage and operate all aspects and elements of the Agency's business.

The Agency's failure to exercise any right, function or prerogative which it retains, or the Agency's exercise of such right, function or prerogative in a particular manner, will not be considered nor will it constitute any waiver or limitation of the Agency's retained rights hereunder, nor will it preclude or restrict the Agency from the later exercise of such right, function or prerogative in a different manner not in conflict with an express provision of this Agreement.

Interpretive Statement The parties have agreed to amend Article 3, Section 1 during the 2006 collective bargaining negotiations. The parties acknowledge that deleting the specific management rights provisions in

Section 1 A, B, C, and E of the 4/1/03 to 3/31/06 collective bargaining agreement do not enhance or diminish the Agencies rights. The parties agree that the rights that the Agency previously maintained in Section 1 A, B, C, and E are included in the new general language in Article 3.

Section 2. The parties agree to develop and maintain a Joint Labor-Management Committee ("JLMC") as provided in this Section.

A. The JLMC will consist of three bargaining unit members the Union selects plus one Union Service representative (or designee) as a non-voting member, and three management members the Agency selects. The Agency may designate a fourth non-voting member, at its option. The Union and the Agency may mutually agree to ask other non-voting members to attend individual meetings.

The JLMC will have two co-chairs. The Union and the Agency will each select one co-chair. The JLMC may not take action unless a majority of the voting members of the Union and a majority of the voting members of the Agency agree to the action.

B. The JLMC will meet at least every other calendar month, and more often as the Co-Chairs will agree is necessary. The JLMC may also establish individual committees within individual programs to address issues unique to those programs, and other sub-committees to address specific issues affecting multiple programs. These individual committees and subcommittees may include persons who are not members of the JLMC, but no recommendation or action of an individual committee or subcommittee may be implemented without the JLMC's prior approval. Union and Agency JLMC members will participate equally in the design, development, implementation and evaluation of the JLMC and its activities. JLMC meetings and any JLMC committee and subcommittee meetings shall not interfere with the Agency day-to-day operations or compromise in any way consumer clinical care.

C. All time spent attending JMLC meetings will be compensable work time. Time spent on JMLC assignments which Agency JMLC members approve will also be compensable work time. All compensable work-time will be paid at the employee's regular rate of pay, or overtime rate if applicable, and will be separately noted by the employee on the Reimbursable Union Steward Activity form.

D. The JLMC may develop cooperative methods to implement necessary or desirable changes in operations, processes and procedures which are not subject to mandatory bargaining under this Agreement and applicable law including (by way of example) changes in work schedules, expansion, consolidation or closure of programs, methods and requirements for consumer treatment and care, and division or allocation of specific job duties among staff within a specific classification. The JLMC may also consider and develop means of addressing problems facing the Agency and its employees as a result of contractual, funding or other economic changes imposed by the Agency's funding sources; and where such means would require changes in this Agreement to implement, may propose to the Agency and Union suggested solutions, provided no such proposed change in the Agreement will be effective unless and until the Agency and Union negotiate and ratify consistent with this Agreement.

E. Where the JLMC determines it is advisable to meet with bargaining unit members or management members who are not part of the JLMC to resolve or further understanding a matte brought before the JLMC, at least one JLMC member whom the Union designates and one whor

the Agency designates will be present for such meeting unless otherwise agreed. Nothing in this Paragraph is intended to prohibit, restrict or limit necessary or routine Agency or Union communications with any employee.

ARTICLE 4 DISCIPLINE

Section 1. General. The Agency may take disciplinary action with just cause. In addition, the Agency will take disciplinary action consistent with the provisions in this Article and the Accountability Guidelines set forth in Article 5.

Section 2. Outside Determinations. When a licensing, regulatory or funding agency (referred to as an "Outside Agency") with jurisdiction over the Agency determines after an investigation that Recipient Rights Abuse (Classes I, II or III) or Recipient Rights Neglect (Classes I, II or III) has occurred, and that an employee has engaged in such conduct, the Agency may discipline the employee for such conduct in accordance with the Accountability Guidelines, and the just cause provisions of this Agreement, subject to and as modified by this Section.

A. If the Agency has previously taken disciplinary action against the employee as a result of the incident(s) which forms the basis for the Outside Agency's determination, and no evidence of misconduct is disclosed by the Outside Agency beyond that which was known to the Agency at the time the prior disciplinary action was taken, no additional disciplinary action will be taken as a result of the Outside Agency's findings unless the Outside Agency requires it. If the Outside Agency requires discipline; the Agency takes additional discipline; and the employee grieves the discipline to arbitration, then the arbitrator shall consider the fact that the Agency did not originally take the additional discipline as a rebuttable presumption that the Agency did not believe at the time it disciplined the employee that it should provide the employee with greater discipline.

B. If the Agency has previously disciplined the employee as a result of the incident(s) which forms the basis for the Outside Agency's determination and the Outside Agency discloses misconduct evidence or exoneration evidence which the Agency did not know when it took the prior disciplinary action, then the Agency may increase or decrease the disciplinary action based upon the Outside Agency's determination. If the disciplined employee grieves the matter to arbitration, the Outside Agency's findings shall constitute a rebuttable presumption that the employee engaged in the conduct alleged.

C. If the Agency has not yet disciplined the employee as a result of the incident(s) that forms the basis for the Outside Agency's determination, the Agency may take disciplinary action based upon the Outside Agency's determination. If the disciplined employee grieves the matter to arbitration, the Outside Agency's finding shall constitute a rebuttable presumption that the employee engaged in the conduct alleged.

Section 3. Copies. The Agency will provide the Local 459 office and the Steward / Chief Steward for the county with a copy of any disciplinary action. However, the Union agrees that the Agency need not provide the

Union with the specific information concerning the disciplinary action or reason therefore, if the affected employee requests that such information not be given to the Union.

Section 4. Prior Disciplines. In imposing any discipline, the Agency will not take into account any discipline that was imposed more than one (1) year prior, unless it is a Grievous Violation or Serious Violation involving an abuse or neglect issue, in which case the Agency can consider it in disciplining the employee for three (3) years.

An employee's entire work record, including disciplinary actions more than one (1) year old, but not more than five (5) years old, may be introduced and considered in any arbitration where the reasonableness of the disciplinary action is challenged. However if during any arbitration where the reasonableness of a disciplinary action is challenged, the Union alleges that the employees work history is positive, then the Agency may introduce the employee's entire work history.

Section 5. Grievances. Should the disciplined employee and the Union consider any disciplinary action improper, the matter may be processed through the Grievance Procedure, except as limited in this Article or elsewhere in this Agreement.

Section 6. Investigation and Discussion of Discharge or Suspension. The Agency may suspend any employee without pay pending an investigation of alleged or suspected misconduct involving an alleged Grievous Violation that could lead to termination. If the allegation is unsubstantiated, the agency will reimburs the employee for lost wages as a result of the unpaid suspension. The Agency may suspend any employee with pay for an allegation of abuse or neglect that is not alleged as a Grievous Violation. The Agency will expeditiously complete all investigations under this section, and in all events within thirty (30) days from the date the suspension began, unless the parties mutually agree to an extension. Upon request, the Agency or its designated representative will be made available to discuss any discharge or suspension with the affected employee, and if requested his/her designated Union representative.

Section 7. Timelines of Discipline. The Agency will impose discipline within fourteen (14) calendar days from the date the Agency becomes aware of the events leading to the discipline and the fact and nature of the employee's involvement. The timeline will not apply if the Agency is still investigating the events and the employee has been notified either verbally or in writing that an investigation is taking place, nor will it apply where the event or incident is the subject of a complaint to, or an investigation by, an Outside Agency. If an employee receives Serious Violations and the employee applies for a position within Hope Network, they will not be considered for the open position for 3 months.

ARTICLE 5 ACCOUNTABILITY GUIDELINES

Section 1. General. The following are mutually agreed upon accountability guidelines for the purpose of issuing disciplinary action. These guidelines are not intended to be an all-inclusive list. These guidelines are intended to identify some areas of conduct or behavior that employees need to be held accountable for, in order to ensure Agency consumers have the best care and that we have the consumer's best interests at heart at all times.

The Agency's obligation is to provide a safe, healthy, and secure environment to consumers and employees. Therefore, the agency will deal with misconduct appropriately based on the seriousness of the offense. Supervisors will apply these accountability guidelines based on the

incident(s) that occurred and the specific circumstances that surrounded the incident. When making decisions about progressive discipline, the Agency will consider the employee's past work record and the actual and potential impact of the violation upon consumers, co-workers and the Agency.

Section 2. Training Tutorial Memos. When a supervisor deems it appropriate, a re-training memo (called a "Training Tutorial Memo") may be issued to remind the employee of expectations and re-educate the employee about an issue to give the employee an opportunity to correct his or her actions before it reaches disciplinary action.

When issuing the Training Tutorial Memo, the supervisor should provide feedback face-to-face.

This re-training document is not a disciplinary document but the Agency may consider the document regarding any subsequent disciplinary action.

The Agency will not place Training Tutorial Memos in the employee's personnel file.

Section 3. Discipline Levels. The seriousness of the disciplinary action depends upon the number of violations accumulated by the employee (including the latest offense) during the preceding twelve (12) month period in total and in the particular category of the latest offense.

However, all Grievous and Serious Violations of abuse and neglect will stay on an employee's record for three (3) years.

The Agency reserves the right to impose lesser disciplinary action than that called for under these accountability guidelines when, in the Agency's judgment, such reduction in disciplinary action is warranted under the particular facts and circumstances. Any such reduction will not be deemed to establish precedent and may not be relied upon in determining the appropriateness of subsequent discipline of others or of the same employee.

Section 4. Grievous Violations.

Grievous Violation – The Agency will terminate an employee for one Grievous Violation. (Unless the particular facts and circumstances warrant a lesser discipline as called for in Section 3 above.) The employee will not be eligible for rehire.

1. Grievous Violations Involving Consumers:

- Grievous Abuse – A non-accidental act that causes or contributes to death, sexual abuse or serious harm of a consumer, usually an act of aggression by an employee toward a consumer. Can also be the provocation of another to act. (Examples include, but are not limited to: Any staff to consumer sexual contact, killing or maiming of a consumer, provoking one consumer to attack another, serious harm or death, etc.)

- Grievous Neglect – Failure to follow a law, standard of care, procedure, etc. that

caused or contributed to death or serious injury of a consumer. (Examples include, but are not limited to: Failure to perform suicide flow sheet and consumer commits suicide, failing to supervise properly in the community and the consumer is seriously injured, a serious medication error that causes a loss of limb, life or functioning, etc.) Also, failure to report abuse if abuse results in consumer death, sexual abuse, or serious injury.

- Grievous HIPAA Violation – Employee theft, sale, misappropriation, copying or sharing of consumer protected health information for personal use or gain under false pretenses or for commercial or criminal purposes.

2. Grievous Misconduct:

a) Harassment (includes, but is not limited to: Violations of Article 38 – Harassment) of a co-worker, consumer, family member or other party at the Agency facility. Incidents of harassment may be considered "serious" misconduct or "less than serious" misconduct depending upon the events involved.

b) Theft (Includes, but is not limited to: Theft of consumer property, visitor property, staff property, or the removal of Agency property without prior authorization.) (Examples include, but are not limited to: Consumer medications, consumer money or belongings, petty cash, consumer food, etc.)

c) Altering co-worker's timecard, causing hours to be misrepresented.

d) Substance Abuse – Includes, but is not limited to:

- ❖ Illegal possession of controlled substance at work.
- ❖ Possession of illegal substance at work.
- ❖ Use of illegal or controlled substance at work (unless the controlled substance is prescribed to the employee – in which case the employee must keep the controlled substance on her/his person and under her/his control at all times).
- ❖ Purchase or sale (or offer of same) of illegal or controlled substance on any Agency property.
- ❖ Possession of alcohol while on duty or on Agency property.
- ❖ Refusal to submit to a drug/alcohol test when it is requested in accordance to this Agreement.

- ❖ Reporting to work, or being on call, under the influence of alcohol or illegal drugs.

e) Physical assault of any individual on Agency property.

f) Possession of a weapon (as defined by Agency policy) on Agency property.

g) Falsifying information on the employee's original employment application.

h) Convicted of a crime that involves a vulnerable adult or a child.

i) Failure to report a felony conviction of any kind while employed.

j) Becoming ineligible to drive for the Agency where driving is an essential function of that employee's job and there is not another position for which he/she is qualified in that classification or in another classification where driving is not an essential function of the job.

k) Verbally threatening to physically harm to another.

Section 5. Serious Violations.

Serious Violation – Two Serious Violations in a twelve (12) month period result in termination unless in the Agency's judgment the particular facts and circumstances warrant a lesser discipline as called for in Section 3 above.

Exceptions to the twelve (12) month period are violations involving abuse and neglect. Two (2) serious abuse or neglect violations in a three (3) year period result in termination unless in the Agency's judgment the particular facts and circumstances warrant a lesser discipline as called for in Section 3 above.

A one (1) day suspension will be issued for any Serious Violations. Employees receiving a Serious Violation may be required to take training courses to help them be successful, by learning how to improve their skills and change their behavior. Also, employees may be required to assist in writing a corrective action plan, in order to ensure understanding and accountability for their Serious Violation. Staff cannot pick up shifts in the same pay period or use PTO to make up the hours.

1. Serious Violations Involving a Consumer:

- Serious Abuse – Non-accidental act that causes or contributes to non-serious physical harm of a consumer. (Examples include, but are not limited to: using unreasonable force on a consumer regardless of harm, such as failing to use the least restrictive physical intervention or use of physical intervention when other redirection was poassible.)

- Serious Verbal Abuse – The employee used language or other means of

communication to degrade, threaten, or sexually harass a consumer. This includes, but is not limited to, body language, mocking or degrading a consumer, written communication, etc.

- Serious Neglect – Failure to follow law, standard of care, procedure, etc. that caused or contributed to non-serious injury of consumer. Also, failure to report abuse if abuse results in non-serious physical or emotional harm to the consumer.

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- Serious HIPAA Violation – Intentionally disclosing consumer personal health information without an appropriate authorization.

- Dignity and Respect – Employee fails to treat consumers with esteem or politeness, being insensitive to cultural differences, not allowing a consumer to make choices when available, etc. (Examples of failure to treat a consumer with dignity and respect include, but are not limited to: Calling a consumer by a name they do not prefer, embarrassing them, not knocking on a consumer's door before entering in ordinary circumstances, talking to a consumer in a childish manner, speaking about a consumer as if he/she were not in the room, or speaking to a consumer in a condescending or dictatorial tone.)

  Please note: Recipient Rights defines "Dignity" as follows – To be treated with esteem, honor, politeness; to be treated as an equal; to be treated the way any individual would like to be treated. Recipient Rights defines "Respect" as follows – To show deferential regard for; to be treated with esteem, concern, consideration or appreciation; to protect the individual's privacy; to be sensitive to cultural differences; to allow an individual to make choices.

- Suitable Services – Not providing an individual with services that are suitable to their condition (but does not necessarily harm or place them at risk of harm). Interventions that are not therapeutic (but not abusive), failure to respond to a person's symptoms in an appropriate manner, etc.

- Safe, Sanitary, or Humane Treatment Environment – Failing to make sure that the consumer's environment is safe, clean or comfortable to live in.

- Property Rights – Improperly limiting or restricting a consumer's access or use of their personal property when the property is not excluded by the house rules or by a valid behavior management plan, and when the property does not place them at risk or harm. This includes the consumer's possession and use of his/her own

money when no behavior management plan or wishes of a payee are relevant.

2. Serious Misconduct:

a) Knowing falsification of records.

b) Leaving before the end of a scheduled shift without permission from a supervisor (or during non-business hours from staffing on-call) or leaving before a replacement has arrived without permission from a supervisor (or during non-business hours from staffing on-call). Non-probationary, least senior staff will be asked to stay.

c) Performing personal business on work time that interferes with the care of consumers or program/facility responsibilities.

d) Refusing a supervisor or manager request for inspection of personal property – provided this request is based upon a reasonable suspicion of misconduct.

e) Sleeping on the job.

f) Unauthorized use of Agency equipment/property for non-Agency business. (Examples include, but are not limited to: Using an Agency van for personal use, etc.)

g) Insubordination (including failure to cooperate with a recipient rights investigation/ or refusing a directive from a supervisor or manager).

h) Harassment (includes, but is not limited to: Violations of Article 38 – Harassment) of a co-worker, consumer, family member or other party at the Agency facility. Incidents of harassment may be considered "grievous" misconduct or "less than serious" misconduct depending upon the events involved.

Section 6. Less Than Serious Violations.

Less Than Serious Violation – Three (3) violations in a twelve (12) month period will result in a one (1) day suspension. Four (4) violations in a twelve (12) month period will result in termination unless in the Agency's judgment the particular facts and circumstances warrant a lesser action as called for in Section 3 above.

Employees receiving a Less Than Serious Violation may be required to take training courses to help them be successful, by learning how to improve their skills and change their behavior. Also, employees may be required to assist in writing a corrective action plan, in order to ensure understanding and accountability for their Less Than Serious Violation.

Less Than Serious Misconduct:

a) Unauthorized breaks or meal periods.

b) Improper use or negligent conduct causing damage to materials, supplies, equipment, the program/facility, or other Agency property.

c) Violation of solicitation rules.

d) Accepting any gratuities, gifts or personal favors from consumers, visitors, applicants, vendors, or any other person doing business with the Agency with intent to influence. (Gratuities, i.e. money, from the above should not be accepted for any reason.)

e) Theft of any minor non-consumer related items. (Examples include, but are not limited to Agency office or housekeeping supplies.)

f) Smoking in unauthorized locations.

g) Failure to observe fire, safety rules, and safe work practices.

h) Failure to follow policies/procedures.

i) Failure to complete required regular shift responsibilities.

j) Inappropriate language directed toward a co-worker, supervisor, manager, people we serve, or visitors.

k) Deliberate failure to follow physician restrictions for a work related (or non-work- related) injury.

l) Unintentional HIPAA violations or other disclosure of confidential consumer information without an appropriate authorization relative to consumer or agency information.

m) Unintentional or reckless documentation.

n) Unprofessional conduct (verbal or non-verbal). (Examples include, but are not limited to: Failure to trea co-workers, supervisors, managers, people we serve, or visitors in a manner consistent with generally accepted practices, etc.)

o) Harassment (includes but is not limited to: Violations of Article 39 – Harassment) of a co-worker, consumer, family member or other party at the Agency facility. Incidents of harassment may be considered "grievous" misconduct or "serious" misconduct depending upon the events involved.

Section 7. Shift Notes

A shift note error is defined as any shift in which a residential shift note is missing, incomplete, or contains documentation that reflects inaccuracies. Shift Note disciplines will not be in conjunction with any other discipline. A non-exhaustive list of examples of shift note errors include:

- Failure to complete a shift note by the end of the shift the note is being documented for.
- Failure to sign a shift note by the end of the shift the note is being documented for.
- Documenting a note with the wrong date, times or shift.
- Missing elements of the note that are required for billing such as Personal Care and Community Living Supports minutes.
- Documenting inaccurate information on consumers activities, care or whereabouts for the shift.

Agency employees who incur-three (3) shift note errors within a six (6) month period will receive a less than serious violation and they will be required to complete re-training in shift note documentation.

Agency employees who incur four shift notes error within a six (6) month period will receive a less than serious violation.

Agency employes who incur five (5) shift note errors within a six (6) month period will result in a serious violation.

Agency employees who incur six (6) six shift note errors within a six (6) month period will receive a second serious violation which will result in termination of employment.

Agency employees will be expected to correct any shift note errors upon notification of the discovery of the error by the end of the shift they were notified. Correction of the error will not negate it from being counted as a shift note error.

Any shift note error that results in harm to the consumer can be considered to be a recipient rights violation and will be subject to discipline that includes less than serious violation up to an including termination of employment.

Multiple shift note errors during the same shift will count as one shift note error.

Section 8. Medication Errors.

A medication error is defined as any event that may cause or lead to inappropriate medication use, consumer harm, or risk of harm while the medication is in the control of Agency staff. Such events may be related to professional practice, health care products, procedures and systems, including prescribing, ordering, failure to order medications before they run out, product labeling, administration, education, monitoring and use. Medication Error disciplines will not be in conjunction with any other discipline. A non-exhaustive list of examples of medication errors include:

- Failure to administer prescribed medication(s).
- Failure to send medication(s) with person's served when leaving the program for community outings or while on a leave of absence.
- Administering the wrong medication.
- Administering the wrong dose of the medication.

- Administering the medication by the wrong route.
- Administering the medication outside the approved time frame without the permission of the nurse and/or treating physician.
- Transcribing and/or charting errors that result in a medication error.
- Incorrectly transcribing the medication order on to the Medication Administration Record.
- Failure to accurately record the distribution of medication or the application of a treatment.
- Failure to initial and/or sign that the medication was administered on the Medication Administration Record (MAR).
- Failure to count and record controlled substances at the shift change and/or in accordance with program protocol.
- Failure to document the Medication Administration Record incidents of new or refilled medications.

Agency employees who incur three medication errors within a six-month period will receive a less than serious violation and they will be required to complete formal training in medication administration.

Agency employees who incur a fourth medication error within a six-month period will receive a less than serious violation and will be required to complete formal training in medication administration in a timely manner and successfully complete ten supervised medication passes.

Agency employees who incur a fifth medication error within a six-month period will result in a serious violatio with a one (1) day suspension without pay.

Agency employees who incur a sixth medication error within a six-month period will receive a second serious violation which will result in termination of employment, unless the particular facts and circumstances warrant lesser discipline.

A medication error also includes any error that occurs in the administration of medications and may include multiple errors. Medication errors will be documented on the Medication Error Review Form.

Any medication error that results in harm to the consumer can be considered to be a Recipient Rights Violation and will be subject to discipline that includes a less than serious violation up to and including termination of employment.

Unless required by an outside agency to be viewed separately, multiple medication errors during the same contiguous shift(s) will count as one medication error. An employee has the right to grieve any discipline issued.

ARTICLE 6 ATTENDANCE

Section 1. Good attendance is critical to the success of achieving the Agency's mission. If an employee is unable to arrive at work as scheduled or remain at work as scheduled, this seriously disrupts the Agency's services to the consumers and places an additional unfair burden on the remaining employees.

The following procedure is established to (a) define a call-in policy; (b) track attendance; (c) reward employees for good attendance (Attendance Incentive); and (d) define the mechanism for discipline and termination due to unacceptable attendance.

Section 2. Unscheduled Absences. Employees must call in to their direct supervisor (during business hours) or applicable on-call person (during non-business hours), at least two (2) hours before the beginning of their shift. Any incident of an unscheduled absence must be made up in the same workweek if possible or be covered with the use of available PTO

For all unplanned/unscheduled absences, one (1) point per scheduled hour will be deducted from the employee's Attendance Point Bank. Failure to call in at least two (2) hours prior to the start of the scheduled shift for an unscheduled/unplanned absence will result in the deduction of one (1) additional point.

Section 3. Tardies. For purposes of this Article, "tardy" is defined as any incident where the employee appears and is ready for work at least seven (7) minutes after his/her scheduled starting time. Employees will be considered tardy up to 59 minutes after the start of their shift. At one hour (60 minutes) employees will be considered absent and will receive attendance points. For example, if a shift starts at 3pm and the employee arrives at work between 3:08 and 3:59 they will receive an incident of tardy. If the employee arrives at 4:00 or later each hour from the start of the shift will be subject to attendance points. Employees are subject to termination at the fourteenth (14th) incident of tardiness in an anniversary year.

A one (1) point deduction will be made to the employees' Attendance Points for each hour, or portion thereof, that they are tardy; except that an employee shall not have any points added for the first hour of the first two (2) tardies. If an employee were to be tardy past the hour for their first two tardies then tardy points will be deducted per section 3 of this article.

Section 4. No-call, no-show for a shift, staff meeting, or training. No call, no-show disciplines are considered separate and shall not be used in conjunction with the disciplines issued under the serious or less than serious policy. One (1) no-call, no-show violation in a twelve (12) month period will result in a Less Than Serious Violation. Two (2) no-call, no-show violations in a twelve (12) month period will result in a one (1) day suspension, and three (3) no-call, no show violations in a twelve (12) month period will result in termination.

Section 5. Attendance Points. Each employee shall have a maximum Attendance Point Bank balance of Fifty (50) allowable attendance points. Each Employee shall have a maximum of thirteen (13) allowable attendance tardy points each anniversary year. Employees whose Attendance Point Bank balance falls below zero attendance points in an anniversary year shall be terminated. An anniversary year is twelve (12) months starting with the date the employee last entered the bargaining unit.

Exceptions under this attendance policy that do not count as absences are as follows:

- Family Medical Leave (FMLA) (as determined by Federal Law, and described in this Agreement)
- Personal Leave (as described in this Agreement)
- Employee's illness lasting 7 days or longer (physician's verification is required)
- Military Leave (as determined by Federal Law, and described in this Agreement)
- Jury Duty Leave (as described in this Agreement)
- Bereavement Leave (as described in this Agreement)
- PTO, pre-authorized by the supervisor (according to Article 48 of this Agreement)
- State of Emergency (as declared by an authorized Federal or State government official)
- Michigan Earned Sick Time Act (MESTA)

Attendance Incentive

Good attendance is critical to the success of achieving the Agency's mission. As an incentive the Agency will provide an additional $.50 per hour worked per pay period for perfect attendance including no tardy occurrence during the pay period to all union classifications.

Attendance Statements

The Agency will manually track attendance and tardiness by pay period. At the conclusion of each pay period, the Agency will provide each Union Employee with an attendance audit reflecting their current attendance and tardy point balances on a bi-weekly basis. Attendance audits will be sent to the Union Employee's Hope Network email address within five (5) business days following the end of the pay period.

Union Employees will have five (5) business days from receipt of an attendance audit to dispute any discrepancies by submitting an Attendance Point/Tardy Incident Investigation Request/Dispute Form. The Attendance Point/Tardy Incident Investigation Request/Dispute Form is attached to this Agreement as Attachment 2.

Union Employees are responsible for monitoring their attendance and tardy point balances and may be subject to termination if either their attendance bank or tardy bank falls below zero.

ARTICLE 7 SPECIAL CONFERENCES

Section 1. Special Conferences will be arranged between the Union and the Agency at the request of either party. Special Conferences may be held on matters of a serious and important nature. Special Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement. The party requesting the Special Conference will submit an agenda prior to the conference. The Special Conference will be limited to the agenda items. Special Conferences will be held at a mutually agreed upon time and will be limited to one (1) hour duration unless the parties agree to extend the conference.

Section 2. The Union Steward, the Union Service Representative, representative(s) from Human Resource Department and/or their designee will attend the Special Conference. Other parties may attend by mutual agreement. The Executive Director or his or her designee may attend at his or her option.

ARTICLE 8 EMPLOYEE INFORMATION LISTS

Section 1. The Agency will prepare a list of newly hired bargaining unit employees (during the preceding month) once each month and submit it to the Union. It will include:

- Employee Name
- Street Address
- City, State, ZIP
- Home Phone
- Seniority Date

Section 2. The Agency will prepare a list of terminated bargaining unit employees (during the preceding month) once each month and submit it to the Union. It will include:

- Employee Name
- Termination Date
- Layoff Date

Section 3. The Agency will prepare a list of all current bargaining unit employees' home address information once each month and submit it to the Union. It will include:

- Employee Name
- Street Address
- City, State, ZIP
- Home Phone
- Seniority Date

The Agency's obligation is limited to providing the address and telephone information reflected in the employee's personnel file, and has no obligation to confirm the accuracy or currency of such information and is not liable if such information is not accurate or current.

Section 4. The Agency will prepare a list of all current bargaining unit employee's general information (including seniority) once each month and submit it to the Union. It will include:

- Employee Name
- Home Department Name
- Job # (or Title)
- Seniority Date
- Pay Rate
- Status
- Probationary Status (as applicable)

Employees who are hired on the same date will have their seniority level determined by summing the last four individual digits of the applicable employee's Social Security numbers. The employee with the highest sum will l considered the most senior of those hired on that date.

Section 5. The Agency will provide the Union on a quarterly basis a list of employee pay increases.

ARTICLE 9 PERFORMANCE EVALUATIONS

Section 1. Bargaining Unit employees will receive a performance evaluation at least annually. If the performance evaluation is not performed within forty-five (45) days of the applicable due date, the employee will be considered to be meeting the job standards/requirements, except as other documentation in their personnel file may indicate.

Applicable due date is defined as one of the following:

a. Each annual anniversary of the hire date into the employee's current classification;

- OR -

b. 90 days following the transfer/promotion date into the employee's new classification (and/or department), and then each annual anniversary of the transfer/promotion date;

- OR -

c. 90 days following the transfer date into the employee's new program, and then each annual anniversary of the transfer date.

Section 2. Performance evaluations are not discipline nor will they be used in the determination of any discipline. The contents of a performance evaluation will not be subject to the Grievance Procedure.

Section 3. The Agency will submit a copy of the performance evaluation to the employee. In the event the employee disagrees with their performance evaluation, he/she may indicate their comments either on the performance evaluation itself or on a separate document to be attached to the performance evaluation. The Agency will place the employee's comments in the employee's personnel file.

Section 4. The Agency may modify performance evaluation forms from time to time during the term of thi Agreement. The Agency will present any proposed modification to the Union and to affected employees for review and comment prior to implementation. Any modification shall not be the subject of mandatory bargaining, grievance or arbitration.

Section 5. If the agency manager has been with the agency for less than 90 days, they will solicit feedback from other agency managers.

ARTICLE 10 GENERAL

Section 1. The Agency will not enter into an individual employment contract with any person who is or who thereafter would be a bargaining unit member except where the Agency, Union and the affected employee consent in writing.

Section 2. This Agreement can only be modified or amended if both parties agree in writing, sign the agreement and reference this Agreement and the provisions to be amended or modified.

Section 3. If a court declares any provision of this Agreement invalid or a provision becomes invalid due t government regulations or decree, such decisions will not invalidate the entire Agreement. The parties express intention is that all other provisions not declared invalid will remain in full force and effect.

Section 4. This Agreement represents the party's entire understanding and agreement.

Section 5. In this Collective Bargaining Agreement, "multi-county Community Mental Health funding area means a group of counties (more than one) that have joined together to function for purposes of mental health ca This does not include one or more counties that provide funding for one or more consumers outside of the consumer's home county. By way of example, Clinton, Eaton and Ingham counties have historically functioned a multi-county Community Mental Health funding area (CEI CMH). The references to "multi-county Communi Mental Health funding area" were inserted to address CEI CMH and other such situations, if any.

ARTICLE 11 UNION STEWARDS

Section 1. The Agency agrees to recognize one (1) Union Steward for each individual program and one (1) fc the Maintenance employees, plus one (1) Union Steward for the dietary bargaining unit employees. A program is defined as any Agency operated, separately licensed unit that employs bargaining unit staff. Please note that there may be more than one (1) program in a single physical building. The Union will have the right to elect or select alternates who may serve only when the officially recognized Union Steward is absent or unavailable for work related reasons.

Only current employees may serve as stewards or alternates. Persons whose employment has been terminated may not serve as a steward or alternate unless and until they are reinstated to employment. In the event a terminated steward or alternate is actively processing a grievance at the time of their termination, the Union has the right to assign any such grievance to another steward or alternate and contractual time limits for processing any such grievance will be extended upon mutual written agreement between the Union and the Agency.

Section 2. Notice. The Union will provide written notice to the Agency confirming stewards and alternates names before the Agency is required to recognize the steward and alternates.

Section 3. Chief Union Stewards. The Union shall designate one (1) steward as the Chief Union Steward for each county in which there is more than one (1) individual program – except Kent County. In Kent County, the Union may designate two (2) Chief Stewards for Kent County if the total number of bargaining unit employees in Kent County is at least 100. If the number of bargaining unit employees in Kent County falls below 100, then the Union shall have only one (1) designated Chief Union Steward in Kent County. The Chief Union Stewards will, in conjunction with the Union Service Representative:

Participate in grievance meetings; and
Serve as the Union Service Representative in other capacities if the Agency and Union mutually agree.

ARTICLE 12 PROBATIONARY, TRANSFER TRIAL, AND ORIENTATIO PERIODS

Section 1. Probationary Period. New employees will be considered probationary for the first ninety (90) calendar days of employment with the Agency, or a longer period as described under Paragraph A.

A. Where the employee needs more than ninety (90) calendar days to complete all required trainir or when the Agency believes an employee needs more time to satisfactorily complete probatio the employee's probationary period may in the Agency's sole discretion be extended accordingly but no longer than the end of the calendar month in which their 150th day of employment falls, unless the Union Service Representative and Human Resource Department mutually agree to extend the probation period.

B. The Agency will discharge any probationary employee who fails to successfully complete the required training to the satisfaction of the Agency within 150 calendar days from the date of hir unless the Union and the Agency mutually agree otherwise. Where an Outside Agency mandat specific required trainings to be completed within a specified time period, failure to do so may subject the probationary employee to discharge from employment.

C. Probationary employees have no seniority rights over bargaining unit employees. The Agency may terminate a probationary employee with or without cause, notice or warning. Except for discharge, the Union may grieve disciplinary actions of a probationary employee but shall not have recourse to arbitration for any such grievance. If the Agency discharges a probationary employee the discharge is not subject to the grievance procedure or arbitration.

Section 2. Transfer Trial Period. Employees who change classifications must complete a ninety (90) calendar day transfer trial period. If an employee fails to successfully complete the applicable required training within the transfer trial period, or fails to perform to the Agency's satisfaction, then the Agency may return the employee to his/her prior classification, provided a position in the prior classification, County, shift and program is open. Employees requesting to transfer to a different program or apply to another union position will have to complete their probationary period. Certain exceptions may apply and consulting the union representative for those exceptions.

An employee may request to return to his/her former classification during the transfer trial period. If a position in that classification, County, shift and program is available the Agency may grant the request.

If a position in that classification, County, shift and program is not available, the employee stays in the new position until such a position is available. While the employee remains in the new position waiting for another position to open, if the employee is not successfully performing the position, then the employee is subject to the disciplinary process. The employee has the opportunity to apply and be considered for other positions within the Agency consistent with this Agreement.

Section 3. Orientation Period. Employees who change programs, but do not change classifications, will be subject to a sixty (60) calendar day orientation period. The orientation period is intended to allow the employee to become familiar with the new program. The employee may request to return to his/her former program during the orientation period. If a position at the prior program is open, the Agency may grant the request.

If a position in the prior program is not open, the employee stays in the new program until such a position is open. While the employee remains in the new position waiting for another position to open, if the employee not successfully performing the position, then the employee is subject to the disciplinary process. The employee has the opportunity to apply and be considered for other positions within the Agency consistent wi this Agreement.

Section 4. For purposes of this Article, the term "required training" is defined in Article 13, Section 2.

ARTICLE 13 TRAINING

Section 1. The Agency will make available to employees, directly or through Outside Agencies, training wh the Agency deems necessary for job performance. The Agency may require that probationary employees, transfe employees and temporary employees performing direct care and supportive duties successfully complete any and all required training. The Agency will pay employees their regular hourly wage for any time spent in this training Each employee will be offered two (2) opportunities to attend and successfully complete any required training. T Agency will try to offer training classes in the evening at least once per quarter for those training classes it presen The Agency will schedule all required training courses, including medication passes. Exceptions may include but n be limited to training courses that require individual employee logins and annual refreshers assigned through the UKG system.

Section 2. Required training in this Article and Article 12 includes:

1. Training that an Outside Agency (which has jurisdiction over the Agency) requires;
2. Training the Agency establishes and determines to be appropriate from time to time; and
3. Training that any applicable funding agency or contract requires.

The Agency will notify the Union when additional training is added.

Section 3. "Successful completion" is: a) determined by the Agency or an Agency approved organization through which the training is provided, b) finishing all required trainings within the specified time frames, and c) the employee not failing the training more than once within a six (6) month period.

Section 4. After the first year of employment, all employees performing direct care and/or supportive duties may be required by the Agency, an Outside Agency, funding agency or service contract to successfully complete twenty (20) or more hours of continuing education classes. Any employee who fails to complete this requirement by their second anniversary date of hire (and each anniversary thereafter) will be subject to suspension without pay until the training requirements are met. Upon request, an employee will be given their current record of continuing education classes. It is the employee's sole responsibility to satisfy the required training requirements. If these requirements are not satisfied within sixty (60) days after the suspension begins, the employee may be discharged by the Agency.

Section 5. Employees may submit written proposals for continuing education credit from other sources. This proposal should include detailed written information regarding the training and its content. The Agency maintains sole discretion in determining whether the employee's continuing education requirements for the year would be met in whole or in part by the proposed source or sources and the amount of credit to be given. The Agency will respond in writing within fourteen (14) calendar days after receiving the required information. If the proposed source or sources will satisfy all or a portion of the employee's continuing education requirement for the year and the employee elects to take the alternative continuing education, the Agency will pay the

employee their regular wage for required class time up to but not in excess of the number of hours of continu education credit for the year which the Agency has agreed to grant for the alternative continuing education, a in no case more than twenty (20) hours.

Section 6. The newly hired union member will meet with their Union Steward on the first day of Program Orientation at the program the employee was hired, to explain union benefits/rights and provide appropriate forms to be signed by the employee for their personnel record. This may include the Union Steward to travel that specific program to conduct the program orientation with the new employee.

ARTICLE 14 UNION SECURITY

Section 1. All employees who successfully complete probation, as a condition of continued employment, do one of the following:

A. Within thirty (30) calendar days thereafter, become a member of the Union; or

B. Within thirty (30) calendar days thereafter, tender payment of service fees, as provided in this Article.

Section 2. Arrears. Employees will be deemed to be members of the Union or to have otherwise satisfied the requirements of this Article if they are not more than ninety (90) days in arrears in payment of membership dues.

Section 3. Termination of Employment. It is the Union's responsibility to notify the Agency when an employee is delinquent in the payment of Dues. To the extent that the Union wishes the employee to be terminated in accordance with this section of the Agreement, the Union will provide, in writing, to the Agency (with a copy to the employee) the following:

A. The Union's demand to terminate the employee,

B. The reasons for termination, and

C. The date the termination is to take effect.

An Employee terminated for failure to pay his/her Union Dues will not have access to the Grievance Procedure. No termination will take effect until thirty (30) calendar days after the above written notice has been given.

The Union may choose to pursue legal remedies against those employees who are not compliant with regard to the Dues provision of this Agreement prior to requesting the Agency to terminate the employee; provided, if payment is received pursuant to such legal remedies, the employee will not be terminated for non-payment of Dues.

Section 4. Indemnity. The Union agrees to defend, indemnify, and save the Agency harmless against any and all claims, suits, judgments and any other forms of liability arising due to the

Agency terminating an employee at the Union's request pursuant to this provision of the Agreement or due to the Union's pursuit of legal remedies as provided herein.

ARTICLE 15 CHECK-OFF FOR DUES, FEES AND DONATIONS

Due to the Michigan legislature repealing the "Right to Work" law whose repeal is effective 90 days after adjournment of legislature, the parties agree that effective the effective date of that repeal, the following language is in effect:

Section 1. Check-Off. Employees may tender monthly Membership Dues by signing the appropriate Check-Off Authorization from and submitting it to the Agency Human Resource Data Entry Department. The Agency will provide the form to each employee at hire or at the latest prior to the end of the employee's probation period. A Union Steward or Service Representative will at program orientation explain the Check-C Authorization form to all new employees who request an explanation. No employees will be required to execu any Check-Off Authorization form as a condition of hire or continuing employment. The Union will certify in writing to the Agency the amount of Membership Dues that are to be deducted from each employee's payroll who completes an appropriate Authorization form.

Section 2. Forms. During the life of this Agreement, and in accordance with the terms of the Authorizatio for Deduction of Dues or Service Fee form, the Agency agrees to deduct Union initiation fees and membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union and this Agreement from the pay of each employee who executes and maintains in force a completed Authorization for Deduction Dues or Service Fees Dues from. If the form is not properly completed, the Union Steward will promptly retur the form to the Union's President indicating the defect with the form as completed. The Agency will make no deduction until the Agency's Human Resource Department receives a properly completed form. The Agency will only deduct the amount the President or Union Financial officer certifies in writing to the Agency.

Section 3. When Deductions Begin. Check-off deductions under all properly executed Authorization forms will become effective the month following the end of an employee's probation period the first full pay period after submission of the properly executed Authorization form, whichever last occurs. If the dues that are to be deducted exceed the amount of the employee's wages, the Agency will not make a deduction.

Section 4. Remittance of Dues. The Agency will remit deductions for dues or Service Fees for any calenda month to the Union's designated financial officer at such address as the Union may designate from time to time, together with a list of names of all employees for whom deductions have been made, no later than the fifth (5^{th}) day of the month following the month in which they were deducted. The remittance will be deemed correct if the Union does not give written notice to the Human Resource Department within two (2) calendar weeks after a remittance is sent of its belief, together with reason(s) stated therefore, that the remittance is incorrect.

Section 5. Revocation of Authorization. Except as may otherwise be provided under the terms of the applicable Authorization form, all Authorizations granted pursuant to this Article will be revocable at any time upon two weeks written notice to the Agency.

Section 6. Indemnification and Limitation of Liability. The Agency's liability to the Union under this Article will be limited to the obligation to remit such sums as have been duly authorized for deduction and payment to the Union and actually deducted from the appropriate employee's pay. If an amount has been

improperly deducted from an employee's pay, the employee must notify the Union office within six (6) mon of the date of the deduction in order to be entitled to repayment of the improperly deducted amount. The Un agrees to indemnify the Agency from any damages or liability whatsoever, including but not limited to actua attorney's fees, resulting from the Agency's action taken in reliance upon or pursuant to the requirements of t Article.

ARTICLE 16 UNION REPRESENTATION

Section 1. The Agency will give Chief Union Stewards and Union Stewards time off from their individual scheduled work hours to investigate and present grievances. The Agency will reimburse the stewards for any loss of pay consistent with this Section.

A. Union Stewards and Chief Union Stewards will have a total maximum of twenty (20) scheduled hours per 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 a regular work shift that the Steward spends related to Union activities. The time will be documented on the "Reimbursable Union Steward Activity" form, see Attachment 4 attached to this Agreement. The Union stewards must provide this documentation to Human Resource Department by the close of business on the first day after the pay period ends.

The parties have agreed to release the ~~Kent County~~ Chief Steward for an entire shift per week. This shift shall be counted toward the above hours. The Chief Steward shall be provided an office at the Agency (with a phone) to use during this release time. The Chief Steward may only use the phone for local calls. The Union will provide the Chief Steward a phone for any long distance calls. The Chief Steward shall document all hours worked at such office.

B. Time stewards spend investigating and presenting grievances or informal consultation meetings under this Article is Union work and is not compensable Agency work time. Accordingly, this time will not be deemed time-worked for purposes of overtime eligibility. The Agency, however, will reimburse Union Stewards and Chief Union Stewards for lost straight-time wages resulting from their devotion of scheduled work-time to grievance processing and investigating or informal consultation meetings as permitted in paragraph (A) and (C).

C. A Union Steward or Chief Union Steward who needs time off under paragraph (A) must notify their supervisor as soon as possible that they are to investigate or present a grievance or be part of an informal consultation meeting, and the location where the Union Steward or Chief Union Steward requesting the time off can be reached during

the missed scheduled work time. If in the supervisor's reasonable judgment the absence of the requesting Union Steward or Chief Union Steward would create an understaffing situation at the program where they are working, before undertaking such investigation or presentation, the requesting Union Steward or Chief Union Steward must obtain coverage for their position and notify the supervisor of the coverage arrangements. In all cases, the Union Steward or Chief Union Steward must properly reflect on the time keeping system that they are no longer on duty. In order to be reimbursed for lost straight-time wages, the Union Steward or Chief Union Steward must submit a completed Reimbursable Union Steward Activity form (Attachment 5) to Human Resource Department (Payroll) reflecting the date(s) and times on which reimbursable activity occurred. This form must be submitted no later than the Monday following the completion of the pay period during which the activity occurred.

Section 2. The Agency agrees to recognize a Union negotiating team comprised of four (4) employees, with no more than two (2) employees from any one congregate program, or no more than one (1) employee from any one eight-bed or smaller program, for purposes of negotiating a new Agreement at the end of the term of this Agreement. The election of the negotiating team may take place at the programs as long as it is not disruptive to consumers or consumer care. The Union will notify the Agency in writing of who is on the team. The Union may have non-employee representatives on the team when the Union and the Agency mutually agree. The Agency and the Union will negotiate at a mutually agreed upon time and location, provided negotiations and employee bargaining team participation do not disrupt or compromise consumer care or the Agency's regular operations.

Section 3. A maximum of four (4) Bargaining Unit employees on the Union bargaining team will be paid their regular hourly wage for any "bargaining time" spent in negotiations which falls during the regularly scheduled work time. A maximum of four (4) Bargaining Unit employees on the Union bargaining team will be paid their regular hourly wage up to a maximum of 20 hours per person for any "bargaining time" spent in negotiations which does not fall during their regular scheduled work time. The Union will reimburse the Agency for 50% of the employees' wages. "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. Time spent by Union members engaged in bargaining and which is paid in part by the Agency will be counted towards FMLA eligibility. Time spent by Union members engaged in bargaining and which is not paid by the Agency will not be counted for FMLA eligibility. The Agency will have no obligation to reimburse or compensate Union bargaining team members for: (a) any overtime lost due to bargaining; (b) any other expenses or losses incurred as a result of their participation in bargaining not expressly covered by this Section.

Section 4. Union bargaining team members, Union Stewards and Chief Union Stewards will not experience a reduction in status or loss of PTO as a result of participation in activities that are wholly or partially reimbursable under Section 1 or 3 of this Article.

ARTICLE 17 STRIKES AND LOCKOUTS

Section 1. The Union agrees that there will be no strikes or work stoppages of any kind during the term of tl Agreement and the Agency agrees that there will be no lockouts during the term of this Agreement. The Union further agrees that it and its authorized representatives will discourage any such action on the part of individual employees. The Agency may discipline any employee who violates the provisions of this Section. The level of such discipline imposed is not subject to review or challenge through the Grievance Procedure, except the Union may challenge whether the employee or employees did in fact violate the provisions of this section.

Section 2. No strike, work stoppage or lock-out during the term of this Agreement will result from any actua or alleged unfair labor practice unless: (a) the unfair labor practice involves a refusal to bargain and/or other conduct which so fundamentally undermines the bargaining relationship between the parties that resort to the Grievance Procedure is impossible or would be ineffective; (b) written notice of the unfair labor practice, includir the fact that the objectionable action or failure to act is deemed an unfair labor practice and that it is not subject to remedy through the Grievance Procedure, is provided by the party seeking to strike or lock-out the party which ha allegedly committed the unfair labor practice; (c) written notice of the specific events constituting the unfair labor practice is given by the party seeking to strike or lock-out the party which has allegedly committed the unfair labo practice; and (d) more than ten (10) calendar days have elapsed since the written notices required above have been given without correction or resolution of the alleged unfair labor practice.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a complaint by an employee or group of employees or the Union in connection with the interpretation or application of this Agreement, a personnel policy, rule or regulation expressly made as part of this Agreement.

Section 2. Grievance Procedure.

Step 1. Human Resource or designee.

The employee(s), or the steward on his/her behalf, will state the grievance in writing on the applicable Grievance Procedure Form identified as Attachments 3 and 4 in good faith and in as much detail as possible.

Submission of the applicable grievance form must be made within twenty-one (21) calendar days from the incident giving rise to the complaint. A complaint may be submitted later than twenty-one (21) calendar days if the affected employee (or each member of the class of affected employees) and the Union did not have notice of and could not have discovered with reasonable diligence the event upon which the complaint is based; provided in no case may a complaint be brought more than six (6) months after the event which is the subject of the complaint.

Human Resource or his/her designee, will meet with the grievant and steward along with the Union Service Representative within fourteen (14) calendar days after receipt of the written grievance and will place his/her answer on the grievance form (or attach a memorandum response) and return it to the grievant by letter at his/her last known address, with a copy to the Union Service Representative, within fourteen (14) calendar days after the meeting. Unless the Agency and Union agree in writing, failure to meet or file the response in a timely manner is deemed a denial of the grievance.

The parties recognize that to properly adjust a grievance, all the facts related to the issue giving rise to the grievance need to be assessed. In an effort to obtain all the facts related to grievances, either party may request the presence

of other parties, including, but not limited to, supervisors involved in the decision to discipline or witnesses, excluding consumers, at the Step 1 grievance meeting. Both the Agency and the Union will inform each other of who will be present at this meeting and their relevance to the issue. Any non-employees (excluding consumers) may be present at the meeting only upon mutual agreement.

Step 2. Human Resource or Designee.

If the grievance is not resolved at Step 1, the employee(s) may appeal the grievance to Human Resource or his/her designee, by submitting to him/her a copy of the grievance and any responses to the grievance received to that date The grievance must be appealed within fourteen (14) calendar days after the Step 1 response was in fact, or effect, denied. Human Resource or his/her designee and the employee, together with the Chief Steward, Steward and/or the Union Service Representative (who may be a non-employee), will discuss the grievance within fourteen (14) calendar days with the objective of resolving the grievance. If desired, the parties may have other employees present at this meeting; other non-employees, excluding consumers, may be present only upon mutual agreement. Human Resource or his/her designee will place her/his answer on the grievance form (or attach a memorandum response) within fourteen (14) calendar days after the meeting. Unless the Agency and Union agree in writing, failure to meet or file the response in a timely manner is deemed a denial of the grievance.

If the grievance is not satisfactorily resolved at Step 2 and the Union wishes to carry the matter further, it will, within twenty-eight (28) calendar days from the date of the response in Step 2, file a Demand for Arbitration with the Agency.

Step 3. Mediation.

A grievance which has not been resolved may, within ten (10) working days of the written decision in Step 2, 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. Within ten (10) working days after the conclusion of the mediation hearing, the Agency, after considering the issues presented in the mediation procedure, will provide the Union, in writing, with its final decision regarding each grievance discussed at the mediation hearing. The Agency will consider all factors and may consider other evidence deemed necessary to reach a final decision. If the Union disagrees with the Agency's final decision, both parties will create a collaborative panel to discuss and vote on a resolution. If this is not successful, both parties agree to move the grievance forward to Arbitration.

Step 4. Arbitration.

If the parties are unable to resolve the grievance at the Mediation Step, the Union, within thirty (30) calendar days after receiving the Agency's written responses to the grievances discussed in Mediation may send written notice to the appropriate arbitrator on the arbitration panel seeking dates for an arbitration hearing. The parties may mutuall agree in writing to extend the date. A copy of such notice will be provided, at the same time, to Human Resource or his/her designee.

- Arbitration Panel. The Union and the Agency agree to maintain an arbitration panel consisting of four (4) mutually agreed upon arbitrators for the purpose of hearing all grievance arbitration cases brought under this provision. The four (4) agreed upon arbitrators are listed in Attachment 6 to this Agreement.

Each arbitrator on the panel will be assigned a grievance arbitration on an alternating basis, beginning wit the first arbitrator on the list. If an arbitrator on the panel is not able to hear a grievance arbitration case as prescribed in this Agreement, the next arbitrator on the list of arbitrators will be assigned the case.

If a grievance arbitration case is assigned to an arbitrator and the grievance is resolved in any manner prio to the date of the hearing, that arbitrator will be assigned the next grievance arbitration case and will retain her/his place on the list. If a grievance is resolved in any manner the day of the hearing or after, the arbitrator will be considered used for that grievance.

If all such arbitrators on the list are unable to hear the case, the parties will request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators who are members of the National Academy of Arbitrators and select the arbitrator by the process of alternately striking names. The Union representative will have the privilege of striking first.

The arbitration panel will remain in effect for a period of at least six (6) months. Either party may remove name from the list with at least ten (10) calendar days written notice to the other party after the expiration o such six (6) month period, provided no member may be removed until he/she has been given the opportunity to hear a matter. When a vacancy occurs on the panel, whether as a result of the removal of a member or as a result of the death, disability or permanent disqualification of a member, the vacancy will b filled by an arbitrator mutually selected by the Agency and the Union. If no agreement is reached, the vacancy will be filled by requesting a panel of seven (7) names of members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service and alternately striking names in the same manner as set forth above.

The proceedings will be conducted in accordance with, but not under the auspices of, the American Arbitration Association rules and regulations.

- Binding Decision. There shall be no appeal from any arbitrator's decision except as is expressly permitted by law. Each such decision will be final and binding on the Union, its members, the employee or employees involved, and the Agency. The arbitrator will make a judgment based upon the express terms of this Agreement, and will have no authority to add to, subtract from or modify any of the terms of this Agreement. The arbitrator will determine any disputes regarding timeliness.

  Unless the parties otherwise stipulate, the arbitrator has the option to elect to defer hearing the merits of the case until the issue of timeliness or other issues of the arbitration have been decided.

Section 3. Expenses. The Agency and the Union will share the arbitrator's expenses equally. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, will be borne by the party incurring such expenses.

Section 4. Time Limits. Any failure by the Union to timely file, appeal or otherwise respond under Steps 1 through 4 shall be deemed a withdrawal of the grievance by the Union. Time limits may be extended by only mutual, written agreement.

ARTICLE 19 UNION POSTINGS

The Agency will provide a bulletin board or other posting area for use by the Union at each work site where bargaining unit members are normally assigned. Work site is defined as any location entitled to a Union Steward. The Union may place on the bulletin board or in the other posting area notices or newsletters concerning:

(a) Union recreational and social affairs;

(b) Union elections;

(c) Union appointments and results of Union elections;

(d) Union meetings;

(e) Educational materials;

(f) Negotiation updates.

The bulletin board or other posting area may include other notices regarding Union or bargaining unit activities and matters, subject to Human Resource's prior approval. The bulletin board or other posting area will be located in the staff office or another mutually agreeable site accessible to bargaining unit personnel at the site.

If the Agency maintains a bulletin board or other posting area at a program for purposes of posting employment information other than such information as may be required to be posted by law, the Union will be allocated one half of any space on the bulletin board or other posting area that is not dedicated for use of mandatory employment law postings.

ARTICLE 20 SENIORITY

Section 1. An employee's seniority is determined by the employee's most recent date of hire into a full-time o regular part-time position with the Agency. Employees who complete their probation, transfer trial or orientation period will be given seniority retroactive to their most recent hire date. In the event employees are hired on the sam date and have the same seniority date, the following will determine who has the highest seniority: The Agency will take the last four digits of the employee's social security number and add them together. Whoever has the highest sum will have the highest seniority. Example; Employee A has a social security number of XXX-XX-3211= sum c 7, Employee B has social security number of XXX-XX-1111=sum of 4. In this example Employee A would have the highest seniority.

Section 2. An employee will lose his/her seniority and job for any of the following reasons:

(a) He/she voluntarily resigns.

(b) He/she is discharged and is not reinstated through the grievance procedure.

(c) He/she retires.

(d) He/she is laid off for a period greater than her/his seniority, but not to exceed twelve (12) months.

(e) He/she is absent from work for two (2) consecutive working days without notification to the Agency, except in an emergency whereby failure to notify Agency is beyond the employee's control.

(f) He/she fails to return to work within five (5) calendar days upon recall from layoff.

(g) He/she fails to return to work after expiration of any leave of absence.

(h) Fraudulent use of FMLA time off or other approved time off.

Section 3. When an employee transfers from one county (or, multi-county Community Mental Health funding area) to another, the employee's seniority will not transfer and be effective in the new county until he or she completes any required transfer trial or orientation period. Upon completion of their transfer trial or orientation period, an employee who transfers from an Agency affiliate without a break in service will retain his/her seniority date from the affiliate for the sole purpose of calculating PTO accrual and retirement funding.

ARTICLE 21 EMPLOYMENT STATUS

All bargaining unit employees will be assigned to one of the following status (status is determined by adding week 1 and week 2 and averaging the 2 weeks together):

(a) Full-Time 40 or status 05 which is defined as regularly scheduled to work 40 hours per week.

(b) Full-Time 30 or status 06 which is defined as regularly scheduled to work at least 30 hours per wee but less than 40.

(c) Part-Time 22 or status 07 which is defined as regularly scheduled to work at least 22 hours per wee but less than 30.

(d) Part-Time 17 or status 07A, 08 which is defined as regularly scheduled to work less than 22 hours per week.

ARTICLE 22 POSTING & FILLING OPEN POSITIONS

Section 1. All open bargaining unit positions will be posted internally and on the Agency's intranet site for seve (7) calendar days. If no qualified bargaining unit employees apply, the position may, but does not need to, be r posted internally and externally. A copy of postings will be e-mailed to each program manager where bargainir unit employees work and to the Union office. Each intranet posting will include the classification, the program, th shift, the hours per week, and the minimum qualifications required. Persons wishing to apply must submit the written application for the position to Talent Acquisition, or his/her designee, in the timeframe indicated in th posting. The Agency will disqualify employees who provide false information or fail to report information regardir their education or credentials on the application.

Section 2. The Agency may, but is not required to, conduct interviews of candidates who meet the minimum qualifications. If interviews are conducted, at least the two (2) most senior qualified applicants must be offered interviews.

Section 3. The Agency will offer the position to the most qualified applicant as it determines in good faith. A applicant's qualifications will be defined as including, but not necessarily limited to, relevant experience and education (which may include an evaluation of the quality and content of the educational program and the prior work experience), work record (including the applicant's current disciplinary record, job performance, professiona behavior and proven dependability and performance evaluations), taken as a whole in light of the totality of the requirements of the position.

Section 4. If two (2) or more applicants are equally qualified, the Agency will offer the position to the applicant with the most seniority who is then regularly assigned in the County or (where applicable) multi-county

community mental health area in which the position is located. If neither applicant is regularly assigned in that County or multi-county community mental health area, the employee with the greatest seniority will be offered the position.

ARTICLE 23 REHIRING EMPLOYEES

Section 1. In the case of a former Agency employee who is hired into a bargaining unit position/classification following a break in service of less than three (3) months, the following will apply:

A. Wage Rate. If the employee is returning to the same position/classification as the one from which they terminated, the employee will be re-hired at the same wage rate as they would then be paid, based upon his or her new seniority date. If the employee is returning to a different position/classification than the one from which they terminated, the employee will be re-hired at the same wage rate as they would have been entitled to receive upon transfer from their prior position to the new position/classification, based upon his or her new seniority date.

B. Benefits. If the employee was covered under the health insurance and/or dental insurance benefit plan at the time of the termination, and such coverage has since lapsed, he or she may re-enroll for such coverage effective the first day of the month following the completion of thirty (30) days of new employment. If the employee was eligible for, but had declined coverage at the time of termination, he or she may enroll for such coverage at the next open enrollment date or after completing the period of service required for new hires, whichever occurs first, but in no event earlier than the first day of the month following completion of thirty (30) days of new employment. If the employee left employment before becoming eligible for health insurance coverage, he or she may enroll for coverage as of the later of (a) the first day of the month after he or she completes the probationary period, or (b) the first day of the month following completion of thirty (30) days of new employment.

C. Seniority Date. The employee will have their prior seniority date reinstated, reduced by the number of days between their termination date and their re-hire date.

D. Discipline Record. Any disciplinary action of record pertaining to the employee prior to termination will remain part of his or her record and may be considered in subsequent disciplinary proceedings for the period otherwise allowed by the Agreement, plus a period equal to the break in service.

E. Probationary Period. Re-hired employees are required to complete a new probationary period in accordance with Article 12.

Section 2. Return to the Bargaining Unit.

Employees returning to a recognized bargaining unit position following continuous Agency service in an unrecognized union position or status shall not be considered rehired employees under this Article.

Employees returning within six (6) months shall retain their Union seniority and PTO accrual rate; those returning after six (6) months shall have their Union seniority and PTO accrual rate reset.

Previously completed probationary periods shall not be repeated.

In the case of a former Agency employee who is hired into a bargaining unit position/classification following a break in service of greater than three (3) months, the employee will be considered the same as a newly hired employee that has never worked for the Agency before – including having their seniority level completely start over. In the event the employee is eligible for rehire before the 3 months the Union and the Agency will review on a case-by case basis, but the employee may be able to return under the conditions of Article 12, but the Agency reserves the right to terminate a probationary employee with or without cause, notice or warning.

ARTICLE 24 NON-BARGAINING UNIT EMPLOYEES FILLING OPEN BARGAINING UNIT POSITIONS

If a non-bargaining unit employee, whether that is an internal Agency employee or another Hope Network affiliate employee, applies for, is offered and accepts a bargaining unit position/classification, the following will apply:

A. Transfer Trial Period. The employee must complete a transfer trial period, as provided in Article 12 of this Agreement.

B. Union Dues or Service Fees. Beginning the first full pay period following the successful completion of the transfer trial period, or the first full pay period after submission of a properly executed Authorization form, whichever occurs last, Union dues or service fees will begin.

C. Seniority Date. The employee will be allowed to keep their original Agency seniority date (or the other Hope Network affiliate) for the sole purpose of calculating PTO accrual and retirement plan participation and funding. For all other purposes, their seniority date will start over when they enter the bargaining unit.

D. Wage Rate. The Agency will determine the employee's wage rate placing them into the Wage Progression Schedule according to their applicable position/classification and comparable years of service/experience.

ARTICLE 25 TRANSFERS AND LAYOFFS

Section 1. Departments, Classifications and Shifts. For purposes of this Agreement, all bargaining unit positions are grouped into the following departments. Each position title within a department is a single classification. Under this Article, an employee cannot bump between different departments and/or classifications.

Residential Care Department
Advanced Residential Instructor
Day Program Instructor
Activity Instructor
Residential Instructor
Residential Instructor-Rover

Medical Care Department
Licensed Practical Nurse (LPN)
Medical Assistant
Medication Distributer

Maintenance Department
Grounds Maintenance Technician
Maintenance Technician
Maintenance Technician & Flooring & Tile Specialist

Housekeeping Department
Housekeeper

Dietary Department
Cook
Dietary Services Coordinator
Lead Cook

For purposes of this Article only, shifts are defined as:

1st Shift:	Any shift that begins between the hours of 5:00 am and 11:59 am
2nd Shift:	Any shift that begins between the hours of 12:00 noon and 7:59 pm
3rd Shift:	Any shift that begins between the hours of 8:00 pm and 4:59 am

Section 2. Agency Directed Temporary Transfers. In order to meet the temporary staffing needs, the Agency may temporarily transfer any probationary employee or the lowest seniority non-probationary employee based on the following:

A. The employee must be qualified and capable of performing the essential functions of the new position with or without reasonable accommodation, and meet the essential requirements of the new position.
B. The transfer may not exceed a period of fifteen (15) calendar days in any rolling six-month period.
C. The transfer may not require the employee to work in a different department than he or she was regularly assigned at the time of the transfer.
D. The transfer must be to a position in the same county or multi-county area (if applicable) in which the employee is regularly assigned.
E. The transfer may not require the employee to work more or less days or different shifts than he/she was regularly assigned at the time of the transfer.
F. The transferred employee must be paid at the higher of his/her then current wage rate or the lowest wage rate in the classification to which he or she is being transferred.

Any temporary transfer under this paragraph will not be deemed a layoff or reduction in work force. An employee who declines a temporary transfer will be considered to have resigned from the Agency without notice and forfeit any available PTO.

Section 3. Reduction in Hours Resulting From A Low Census. In the event that it becomes necessary for the Agency to reduce the hours an employee, or group of employees, is scheduled as the result of low consumer census at any program, the following procedure will be followed:

1st The Agency will solicit volunteers within the individual program. If more than one employee volunteers the most senior employee shall be selected.

2nd Employees will be expected to fill any equivalent open shifts (on the same shift and day) at any program within the county (or multi-county area, as applicable). The employee with the highest seniority on that shift will have the first choice of available shifts.

3rd The Agency may ask employees to replace any employee who has "picked-up" an equivalent shift (on the same shift and day) at a program within the county (or multi-county area, as applicable) who would be compensated at an overtime rate for that shift, provided, however, any employee who reports for the "picked-up" overtime shift will be allowed to work a minimum of one (1) hour if the Agency did not make a reasonable attempt to notify the employee at least one (1) hour in advance that he/she was to be bumped from the "picked-up" shift. A phone call to the employee's phone number on record will be deemed a reasonable attempt. The

employee with the highest seniority on that shift will have the first choice of available shifts. An employee who declines to fill the shift shall be given Attendance Points equal to the number of hours for the open shift.

4th The Agency may ask employees to replace any employee who has "picked-up" an equivalent shift (on the same shift and day) at a program within the county (or multi-county area, as applicable), provided, however, any employee who reports for the "picked-up" shift will be allowed to work a minimum of one (1) hour if the Agency did not make a reasonable attempt to notify the employee at least one (1) hour in advance that he/she was to be bumped from the "picked-up" shift. A phone call to the employee's phone number on record will be deemed a reasonable attempt. The employee with the highest seniority on that shift will have the first choice of available shifts. An employee who declines to fill the shift shall be given Attendance Points equal to the number of hours for the open shift.

5th If there are no equivalent shifts (on the same shift and day), employees will be able to "pick-up" non-equivalent open shifts (not on the same shift and day) at a program within the county (or multi-county area, as applicable). The employee with the highest seniority on that shift will have the first choice of available shifts.

6th If there are no equivalent shifts (on the same shift and day) and the employee is not able to work any non-equivalent shifts within the county (or multi-county area, as applicable), the employee may use any available PTO time or take unpaid time off for the period of low consumer census.

However, if there are shifts available, and the employee elects to take unpaid time off for the period of low consumer census, claims for unemployment benefits for any such period would be denied because there was work (other shifts/days) available to the employee.

The Agency may not require advanced-level direct care staff, regardless of seniority, to seek out and fill any open shifts themselves unless both the employee and the Agency agree (because they may be called upon to assist in the coordination of staffing issues).

Section 4. Permanent Reduction in Hours. In the event that it becomes necessary for the Agency to permanently reduce hours at a program, the following procedure will be used:

1st Employees will be offered open positions in their classification, a lateral classification, or a lower classification; current employment status or lower; within the county (or multi-county area, as applicable); and in order of seniority. However, the employee must be qualified and capable of performing the essential functions of the new position with or without reasonable accommodation, and meet the essential requirements of the new position.

2nd Employees will be allowed to "bump" an employee with lower seniority, in their classification, current employment status or lower, working in the same program.

- OR -

Employees will be allowed to "bump" an employee with the lowest seniority, within the same county (or multi-county area, as applicable), in their classification, current employment status or lower, working on their same shift.

An employee's bumping rights exist only with respect to classifications in which the employee meets the essential position requirements and can perform the essential functions with or without reasonable accommodation(s), and meet the essential requirements of the new position. An employee may not bump another employee unless the bumping employee agrees to work all of the shifts that the bumped employee is regularly assigned to work.

3rd If none of the above options are available, the agency will lay the employee off.

Any employees "bumped" out of their positions will be offered remaining open positions within the Agency. If no open positions exist, and the employee has no "bumping" options of their own, they will be laid off.

Note: For employees who work multiple shifts (i.e. 2 – 1st shifts and 3 – 2nd shifts) and are entitled to "bump", would be able to do so into the shift with the majority of their hours. In the example noted, this employee would be entitled to "bump" a 2nd shift employee. If an employee's shifts are split equally, the employee will be allowed to choose the shift on to which they want to bump.

Section 5. Program Closure. In the event that it becomes necessary for the Agency to permanently close a program, the following procedure will be used:

1st Employees will be offered open positions in their classification, current employment status or lower, within the county (or multi-county area, as applicable), and in order of seniority. However, the employee must be qualified and capable of performing the essential functions of the new position with or without reasonable accommodation, and meet the essential functions of the new position.

2nd Employees will be allowed to "bump" an employee with the lowest seniority, within the same county (or multi-county area, as applicable), in their classification, current employment status or lower, working on their same shift. However, the employee must be qualified and capable of performing the essential functions of the new position with or without reasonable accommodation, and meet the essential functions of the new position.

3rd If neither of the above options are available, the employee will be laid off.

Any employees "bumped" out of their positions will be offered remaining open positions within the Agency. If no open positions exist, and the employee has no "bumping" options of their own, they will be laid off.

Note: For employees who work multiple shifts (i.e. 2 – 1st shifts and 3 – 2nd shifts) and are entitled to "bump", would be able to do so into the shift with the majority of their hours. In the example noted, this employee would be entitled to "bump" a 2nd shift employee. If an employee's shifts are split equally, the employee will be allowed to choose the shift on to which they want to bump.

Section 6. Notice of Layoff. In the event of a Permanent Reduction of Hours or Program Closure, non-probationary employees being laid off will receive seven (7) calendar days' notice by personal contact, telephone call, or written communication prior to being laid off. Where an employee does not have some form of actual notice prior to such layoff, he or she will be entitled to pay for the actual hours he or she would have worked during the seven day period before the layoff, less any pay actually received for work performed after he/she received such actual notice.

Section 7. Recall From Layoff. When a position becomes available, it will be offered first to the laid off employee with the greatest seniority from that county (or multi-county area, applicable) who are qualified for and can perform all essential functions of the open position with or without reasonable accommodation. Any notice of recall will be first made via telephone to the last known home or cell phone number of the laid off employee. If this is not successful, a written notice will be sent to the last known home address of the laid off employee. The employee will have five calendar (5) days to respond – to the verbal or the written notice. If the employee does not respond or accept the recall within the five-day period, the employee's recall rights and all seniority will end. In addition, the Agency would notify the state's unemployment office that the employee refused available work.

Section 8. Layoff Period. If no positions become available within a twelve (12) month period from the date of layoff or the length of the employee's seniority, whichever is less, the employee will be considered terminated.

Section 9. Wage Rate After Bump or Transfer.

(a) If an employee who bumps or is transferred under this Article has a current wage rate which is within the established wage scale for the position into which he/she is bumping or transferring, the employee will maintain his/her current wage rate, unless their current rate is below the step rate for their level of seniority in the new classification – in which case, their wage rate would be raised to such a step.

(b) If an employee who bumps or is transferred under this Article has a current wage rate that is higher than the highest rate established under this Agreement for the position to which he/she is bumping or transferring, the employee will receive the highest rate established for that position under this Agreement.

(c) If an employee who bumps or is transferred under this article has a current wage rate lower than the lowest rate established under this Agreement for the position to which he/she is transferring, the employee will receive the lowest rate established for that position under this Agreement.

Section 10. Benefit Continuation. The Agency will discontinue all insurance benefits at the end of the month in which the employee is laid off. The employee will have the option of continuing some of the employee's benefits by paying the cost of the premium in accordance with COBRA rules and regulations, subject to the terms and conditions of any benefit plan or policy of insurance through which such benefit coverage is provided.

If any employee is recalled from layoff, any benefits that the employee was enrolled in at the time of their layoff and are eligible for in their new position will be reinstated on the first of the month

following the employee's return to work, or at the first opportunity consistent with the terms of the benefit plan or policy of insurance through which such benefits are provided.

ARTICLE 26 SCHEDULING

Section 1. Upon hire or transfer, employees will be scheduled for specific days, shifts and/or hours.

Section 2. Employees may request temporary schedule accommodations. Such documented requests must be submitted to their direct supervisor for approval (which should not be unreasonably withheld). If a supervisor denies such request, the employee will receive a written response with the reason(s) for the denial.

Section 3. In attempting to temporarily fill open shifts for which the Agency has not yet secured a regular employee to cover, the Agency will attempt to utilize the following procedure:

If it is more than seventy-two (72) hours before the start of the shift:

a. All open shifts will be posted in the program for five calendar days. The shifts will be granted to employees by level of seniority within the program. Employees who work in the program that have picked up the shift during the five days that it was posted, cannot be bumped off the shift by an employee that works in a different program, regardless of their level of seniority.

- Exception: If the agency becomes aware of an open shift that is less than eight days prior to the start of the shift, the opening will be posted in the program from the time the agency becomes aware until seventy-two (72) hours before the start of the shift.

b. Any remaining open shifts are offered throughout the Agency to other bargaining unit employees. The employee with the most seniority will be granted the open shift.

c. If an employee who does not work in the program picks up the shift, they can only be bumped by an employee with more seniority if given at least a one calendar week notice.

d. Once an employee picks up a shift, and the shift is within one calendar week, they cannot be bumped off the shift for any reason, except for if the "Open Shift Search Form" indicates that there is a new hire pending for that shift. If the new hire is hired for that shift, then the hours do not stand and the employee that picked up the shift will be bumped off to accommodate the new hire or unless an employee is displaced from another program within the county due to low census.

If it is less than seventy-two (72) hours before the start of the shift:

a. If a shift is, or becomes open, and it is less than seventy-two (72) hours before the start of the shift, the on-call person shall contact Pivot on-call to request assistance in managing staffing ratios.

b. If the shift(s) is still available, the shift(s) will be offered by contacting non-overtime employees assigned to that program in order of seniority based on their provided availability. The most senior non-overtime person who is first contacted and who agrees/requests to work the shift will be granted the shift (noting that the Agency retains the right to decline an employee's request for the shift if they don't meet the minimum requirements – i.e. specific trainings not completed, inability to operate Agency vehicles, etc.).

c. If the shift(s) is still available, the on-call person shall contact the Manager on-call to request approval for overtime or assistance in pulling staff from another home. If approved for overtime, the on-call person will then contact the overtime employees assigned to that program in order of seniority based on their provided availability and the person who is first contacted and who agrees/requests to work the shift will be granted the shift (noting that the Agency retains the right to decline an employee's request for the shift if they don't meet the minimum requirements – i.e. specific trainings not completed, inability to operate Agency vehicles, etc.).

d. If the shift is not filled within the program, the shift will be offered by seniority to employees in other programs who have indicated an interest in working that shift based on their provided availability and who have selected that program as the program in addition to their home program where they want to pick up shifts.

The employer may exclude employees who would be in overtime status by picking up a shift, unless the shift has been approved for overtime by management.

Once an employee picks up a shift they are expected to work it. If for some reason they cannot work the shift, they either need to find their own replacement (with approval from the applicable Program Manager), or request it off 2 weeks in advance.

Travel time and mileage will not be paid to employees who elect to work an extra shift at a program within their home county.

The Manager/Supervisor has the ability to pull union members from other union programs to ensure that the open shift is filled to provide the best possible care and safety to the person served. The pulling procedure will be conducted by using seniority and that the lowest seniority employee will be pulled to fill the opening as needed.

Section 4. An employee who works extra hours on one or more open shifts may be considered for permanent assignment of such hours or shifts but will not be deemed to have any vested interest in or right to continue working such shifts, and will not have any right to compensation if he or she fails to be given an opportunity to work an open shift as long as any such shifts are filled in accordance with this Agreement. An employee who has notice of an error in the process by which an open shift is to be filled and who fails to notify, in writing, the supervisor scheduling the work prior to the shift being worked will not be entitled to back pay. The Agency is permitted but cannot be required to reconfigure open shift and hour assignments.

Section 5. When a Lead Residential Instructor or Assistant Program Manager is working on a shift in a program where an open shift search must be conducted, a bargaining unit employee will not be required to conduct the search. When an advanced-level direct care staff is working on a shift in

a program where an open shift search must be conducted, a non-advanced level direct care staff will not be required to conduct the search.

Section 6. Employees will not be scheduled to work weekends unless: (a) the employee was specifically hired or posted into a weekend employee position; (b) the employee was hired into a position which included scheduled weekend work; or (c) the employee otherwise agrees. Employees who are hired into a position that included scheduled weekend work will not be required to work more than every other weekend plus their other scheduled weekday hours.

Section 7. Employees will not be scheduled nor will they be permitted to work more than two (2) consecutive shifts.

ARTICLE 27 JOB DESCRIPTIONS & MODIFICATION OF JOB DESCRIPTIONS

Section 1. The Agency will give each employee a copy of her/his job description.

Section 2. The Agency may, at its option, review and revise during the term of this Agreement job descriptions applicable to bargaining unit positions. Any proposed change will be subject to review, comment and negotiation by the Union. If a proposed modification is not agreed upon by both parties within sixty (60) days following the initial proposal, the Agency may implement the new job description subject to the Union's right to grieve as set forth in this Article.

Section 3. The Union may grieve any unilaterally imposed modifications of job descriptions if those modifications materially increase or alter the nature and content of the duties or qualifications of a classification from those previously existing or stated. A material alteration will be deemed to have been made if the duties to be performed require a level of skill or ability that is significantly greater than that previously required. If the modification has resulted in an alleged displacement or disqualification of an existing employee in the affected classification, the grievance may challenge and seek repeal of the modification. In all other cases the sole issue will be whether the change requires a change in the rate structure applicable to the classification in light of the duties and qualifications required as compared with those required of other classifications under this Agreement. Except as limited above, the general grievance and arbitration procedure contained in this Agreement will be applicable.

ARTICLE 28 DRUG & ALCOHOL TESTING

Section 1. The Agency may engage in pre-employment alcohol and drug testing to the full extent allowed by law. The Agency also may develop and institute without further bargaining a policy which permits testing employees for drugs or alcohol as a condition to a return to work after a leave of absence of more than thirty (30) calendar days or when reasonable suspicion exists that the employee to be tested has violated the Agency's drug and alcohol policy. Such a policy must be instituted for all employees of the Agency.

Section 2. Reasonable suspicion exists when information, observation(s) or circumstances would cause a reasonable, prudent person, acting in good faith, to believe or suspect that an employee has violated the Agency's drug/alcohol policy. This includes, but is not limited to, circumstances

under which the employee appears to be under the influence of drugs or alcohol, or in which the employee's work performance, work product or behavior would lead a reasonable person to suspect drug or alcohol use or abuse, or in which the Agency has received information which appears to be reliable that the employee has violated the Agency's drug and alcohol policy. If reasonable suspicion is based solely upon the subjective observations and/or perceptions of one individual and no other independent evidence is then present of a possible violation, no testing will be required until such observation or confirmation has been corroborated by a second person; provided, the employee to be tested will cooperate fully with the Agency, including by remaining on the Agency's premises or by accompanying a designated agent of the Agency to another location, until the second person has been given an opportunity to corroborate the observation or perception. Any employee may be tested who is: (a) involved in a work-related accident or an incident with a consumer in which the employee, the consumer or any third-party is injured so as to require in the Agency's judgment medical attention off-site; or (b) involved in a work-related accident in which there is property damage in excess of $100.

Section 3. Employees who fail to comply with the Agency's drug and alcohol policy will be subject to discipline up to and including discharge. Employees who refuse to comply with a request for a drug/alcohol test will be discharged. Employees who believe reasonable suspicion for the test does not exist, may grieve the issue, but do not have the right to refuse the test. Employees who test positive for drugs or alcohol will be terminated.

Section 4. The Agency will pay for all initial and confirmatory tests. A copy of any test results will, upon request, be provided to the employee at no cost. In the event a confirmed test result is positive, the employee may request and arrange for the same split sample to be tested by a qualified laboratory of the employee's selection. The cost of the second test (and any subsequent tests) will be the responsibility of, and will be pre-paid by, the employee. A copy of any test results from the second test (and any subsequent tests), certified by the laboratory as such, will be given to the Agency at no cost.

ARTICLE 29 UNSAFE CONSUMERS

Section 1. Consumers and employees are entitled to a safe work environment. Therefore, if a staff member believes a consumer poses a significant physical threat/safety concern he/she should use the following procedure:

Step 1. The staff member should contact her/his direct supervisor to discuss their safety concerns. In the event a mutually satisfactory solution cannot be agreed upon, the staff should proceed to Step 2.

Step 2. The staff member should document their safety concerns and forward them to their direct supervisor's supervisor. This person may investigate and consult with other appropriate Agency staff. They will then provide a written response to the staff member raising the concern. In the event a mutually satisfactory solution cannot be agreed upon, the staff should proceed to Step 3.

Step 3. The staff member should forward their documented concerns, along with the response from their direct supervisor's supervisor, to the Executive Director, or his/her designee, who

will review the concerns with the appropriate management staff and/or direct care staff. Following this review, the Executive Director, or his/her designee, will provide a written response to the staff member raising the concern. A copy of this response will also be sent to the Union. The decision reached at this Step will be considered final.

Section 2. Employees who believe they are in immediate danger should call the appropriate emergency personnel (i.e. 911) and then notify the appropriate on-call management staff of their action.

ARTICLE 30 NEW CLASSIFICATIONS

Prior to creating a new classification in the bargaining unit, the Agency will notify the Union. The Agency shall propose a rate structure. In the event the Union does not agree that its placement in the rate structure is proper, in light of the job qualifications and duties, as compared to other existing job classifications under the Agreement, or if it otherwise believes the creation of the new classification is a violation of the contract, the Union may request to negotiate this issue. The Union will inform the Agency within five (5) days of receipt of the notification of a new classification if it objects to the classification itself and/or rate structure as announced and the contractual basis for its objections. If the Agency and the Union are unable to agree upon the classification and/or rate structure within thirty (30) days, the Agency may implement its last proposal. The Union may then request arbitration of the matter in accordance with the arbitration procedure outlined in the Grievance Procedure. The scope of the arbitrator's review will be strictly limited to whether the creation of the classification was a breach of this Agreement and/or whether the rate structure established for the classification is unreasonable in comparison to the rate structures established for other classifications under this Agreement in light of the duties and qualifications required.

ARTICLE 31 OUTINGS/TRIPS WITH CONSUMERS

Section 1. Meals Away From Work-Site. An employee who is responsible for supervising consumers on an approved outing is permitted to eat with the consumers during their work time on the outing. The cost of the meal (provided it is similar to the cost of the average consumer meal) will be covered by the Agency. The employee must provide the supervisor receipts for both the employee and the consumer(s) meal cost within two (2) weeks of the outing or the meal cost will not be paid.

Section 2. Reimbursement of Expenses. An employee who must accompany consumers on an approved outing will be reimbursed for any preapproved expenses he or she must incur as part of and in order to accompany the consumers on the outing.

Section 3. The following will apply to any trips with consumers away from the normal program that requires an overnight stay by an Employee.

A. Assigned Employees. If the Agency decides to arrange a trip with consumers, the number of assigned employees needed will be determined by and in the discretion of the Agency based on consumer needs and level of functioning.

B. Pay. Each employee who is assigned for such a trip will be paid for all working hours. Working hours is defined by the Fair Labor Standards Act.

C. Meals. An employee who accompanies consumers on such a trip will be permitted to eat with the consumers during their identified working time, and the cost of the meal will be covered by the Agency.

D. Expenses. The Agency will assume the cost of any expenses related to the trip such as meals, entrance fees, etc., for all employees assigned to accompany consumers on the trip, when approved by a supervisor as necessary to accomplish the trip.

ARTICLE 32 DAMAGE TO PERSONAL PROPERTY

Section 1. The Agency shall repair or replace any employee personal items required to perform the essential functions of the job such as a watch, eyeglasses, or clothing/shoes (of reasonable value) which a consumer damages or destroys during the performance of the employee's job duties.

Section 2. If a consumer damages or destroys an employee's personal motor vehicle during the performance of their job duties, the employee should immediately contact their immediate supervisor and the local police department, and obtain a copy of the resulting police report. The employee should then contact their vehicle insurance carrier/agent to file a claim against the comprehensive section of their vehicle insurance policy. The Agency will cover any resulting employee owed deductible (up to a maximum of $1,000). If the employee does not carry comprehensive coverage on their vehicle, they should obtain at least two repair/cost estimates and then submit them to the Agency's Accounting Manager as soon as possible. The Agency will then cover the cost of any such repairs or replacement, up to a maximum of $1,000.

Section 3. An employee who suffers damage to personal property (including motor vehicles) should submit a Property Damage Report to the Agency's Accounting Manager, as soon as possible, but in no event later than seven (7) calendar days after the date of the incident. An employee who submits a Property Damage Report later than seven (7) calendar days will result in the Agency refusing payment, replacement or repair under this Article.

Section 4. While it is a goal of the parties to not have employees use their own vehicle for performance of job duties, they realize that this is not practical at this time. If an employee is being asked to use her/his own vehicle on a regular basis, the employee may ask for a review by Human Resource Department.

ARTICLE 33 SMOKING

Section 1. Hope Network will enforce the laws and ordinances of the communities where we serve. Employees, volunteers and visitors are not permitted to use tobacco of any kind in Hope Network facilities. Tobacco products of any kind will not be sold on Hope Network and affiliates' property.

Section 2. Tobacco use of any kind is not permitted in Hope Network vehicles.

Section 3. E-cigarettes and other similar products are also subject to the restrictions set forth in this Article.

ARTICLE 34 PERSONNEL FILES

Section 1. Each employee will, upon request and by appointment, be allowed to review his/her personnel file as, and to the same extent, required by law. Each employee will be entitled to a copy of all or part of his/her personnel file, provided the employee may be charged the reasonable copying cost for same as permitted by law.

Section 2. Nothing regarding an employee's work record or performance will be entered into an employee's personnel records without notifying the employee and providing the employee with a copy. An employee will have the option of having a written response entered into the file as provided in the Bullard-Plawecki Employee Right To Know Act.

Section 3. For purposes of this Article, the term "personnel file" will have the same meaning as that given such term in the Bullard-Plawecki Employee Right To Know Act.

Section 4. If an employee believes non-factual information or disputed information has been placed in her/his file, the employee may request it be removed. The final decision is in the sole discretion of the Agency and is not subject to grievance, arbitration or other third-party review.

ARTICLE 35 STAFF MEETINGS

Section 1. All employees will be required to attend one staff meeting per month. Supervisors will make every attempt to schedule two staff meetings per month, on alternating days and shifts. Failure to attend at least one meeting per month will result in the appropriate point addition (equal to the number of scheduled staff meeting hours) to the employee's Attendance Point Bank.

For all unattended staff meetings, employees will be required to read and be accountable for all contents of such staff meeting minutes and their attachments.

Section 2. Employees attending staff meetings during hours which are not part of or contiguous with a shift which they have been assigned or have otherwise agreed to work will be paid at least one (1) hour of pay for attending if they attend the entire meeting. At the discretion of the supervisor, employee's work schedules may be adjusted during the same calendar week as the staff meeting in order to prevent the employee from exceeding their total non-staff meeting scheduled hours.

ARTICLE 36 MEDIA RELEASES

The Agency depends heavily upon both public funding and private donations for its operations. The Agency believes it is essential that positive and constructive relations with the media be encouraged. All inquiries regarding the Agency's funding, personnel, operations or consumers by any member of the media or anyone acting on their behalf will be referred to the Agency's Executive Director or his/her designee.

ARTICLE 37 TRANSPORTATION

Section 1. Any employee who is required or permitted – including in case of an emergency – to operate any Agency or affiliate owned or leased vehicle to conduct Agency business must:

(a) Have and maintain a valid Michigan operator's license or chauffeur's license (if and as required by law);

(b) Be insurable under standard terms and at standard rates under the Agency's automobile insurance policy, as determined by the insurer or its underwriter.

Loss of licensure or insurability for any reason may result in the employee's termination. Persons who are employed as of the date of the mutual ratification of this Agreement and who are not in compliance with the requirements of this Section and are known by the Agency to be such will not be terminated from his/her position as a result of such non-compliance provided the emergency and regular transportation needs of consumers at the program where the employee is regularly assigned are adequately covered by other bargaining unit personnel at that program. However, such current employees not in compliance with this Section will not be permitted to transfer to a new program or classification that requires the employee to meet the specifics of this Section regarding licensure and insurability. The Agency may restrict the bumping rights and overtime assignments of such employees based upon such non-compliance when the assignment of such employee would compromise the Agencies ability to meet the consumer transportation needs.

Section 2. An employee covered by this Agreement will notify the Agency in writing of any safety or other known defect which he/she knows or believes exists with a vehicle owned or leased by the Agency, and may decline to drive an unsafe vehicle.

Section 3. The Agency will not permit an employee who is afflicted with a mental or physical infirmity to operate a vehicle the Agency owns or leases if such disability makes operating a vehicle a threat to public safety. The Agency's determination must be based upon appropriate medical opinion.

Section 4. Any employee who is permitted or required to operate the Agency's vehicles will be required to sign the Agency's form upon request and to have their driving record checked and approved by the Agency. Each such employee will notify the Agency of any negative change in his or her driving record within fourteen (14) calendar days of such change. Failure to report such a change will result in disciplinary action for not following Agency procedures. Each such employee's driving record is subject to periodic checks by the Agency as deemed necessary by the Agency.

Section 5. Motor vehicle driving records will remain part of the employee's personnel file.

ARTICLE 38 HARASSMENT

Section 1. Both the Agency and the Union are committed to providing a professional and cooperative work environment that is free from unlawful discrimination and harassment. The Agency and Union will work together to ensure that the work place is free from unlawful discrimination and harassment. Unlawful discrimination and harassment will not be tolerated or condoned by anyone. Employees will cooperate by providing complete and truthful information whenever the Agency conducts an investigation into alleged unlawful discrimination or harassment.

Section 2. Discrimination and harassment is unlawful if it is based on or because of age, ancestry, arrest record, bankruptcy record, citizenship status, color, disability, garnishment,

gender, genetic information, handicap, height, marital status, military status, national origin, pregnancy, race, religion, sex, union membership or refusal to join the union, veteran status, weight, or other lawfully protected characteristics.

Section 3. Harassment is unlawful if it is unwelcome, and when:

a. Submission to such conduct or communication is made either explicitly or implicitly a term or condition of any individual's job;

b. Submission to or rejection of such conduct or communication by any individual is used as the basis for job decisions affecting that individual, such as hiring, promotion, performance evaluation, pay adjustment, discipline, work assignments, and work schedules; or

c. Such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of such conduct include off-color language, jokes, cartoons, nicknames, propositions, suggestive comments, innuendos, crude gestures, display of obscene printed or visual materials including pictures or posters, suggestive or insulting sounds.

In addition to the above, unlawful sexual harassment can include sexually-based or gender-based comments and conduct, whether verbal, non-verbal, visual, or physical in nature. Unlawful sexual harassment can also include requests for sexual favors, sexual advances, repeated unwanted social invitations, and physical contact such as patting, groping, pinching, or brushing against another's body.

Section 4. Complaint Procedure. Employees who have a complaint, concern, or report of unlawful discrimination or harassment must immediately report the complaint, concern or report to any representative of Human Resource Department or any other member of management (including the Agency's General Counsel) with whom the employee is comfortable making such a report. Complaints, concerns and reports will be promptly and thoroughly investigated. If a complaint, concern, or report is substantiated, the Agency will take prompt and effective remedial action, which may include the discipline and/or discharge of any employee found to have engaged in unlawful discrimination or harassment.

Section 5. Employees who make a good faith complaint, concern, or report of unlawful discrimination and/or harassment and employees who participate in the investigation of same are assured that they may do so without fear of retaliation or reprisal. Anyone who believes that they are being retaliated against as a result of their complaint, concern, report or participation in the investigation should immediately report such retaliation to any member of Human Resource Department or other management with whom they feel comfortable making such report. Anyone who retaliates against any employee in violation of this policy will be disciplined, up to and including discharge, for such retaliation.

ARTICLE 39 NEPOTISM IN EMPLOYMENT

Section 1. No employee may be supervised by any person who is his or her in-law, spouse, child, grandchild, parent, grandparent or step-parent, sibling, aunt, uncle or anyone else who resides in the same household with the employee, or with whom the employee is engaged in a sexual or romantic relationship.

Section 2. No employee may work on the same shift (i.e., on the same day and during more than one common hour) at the same site of employment as a person who is his or her in-law, spouse, child, grandchild, parent, grandparent or step-parent, sibling, aunt, uncle, or anyone else who resides in the same household with the employee, or with whom the employee is engaged in a sexual or dating relationship.

Section 3. Any employee who is or comes to be working in a situation that is contrary to this policy will report that fact and the identity of the other employee to Human Resource Department. The Agency, steward and the two affected employees will discuss a mutually satisfactory change, such as a transfer, to resolve the situation. If a mutually satisfactory solution is not achieved, the more junior bargaining unit employee will be laid off.

ARTICLE 40 SUBCONTRACTING

The Agency may not subcontract any work that employees within the bargaining unit exclusively perform except with Union consent. For purposes of this Article, any work currently performed for the Agency by a person outside of the bargaining unit, whether as an employee or independent contractor, will not be deemed work "that employees within the bargaining unit exclusively perform". Notwithstanding the foregoing, when the Agency has determined that an immediate staffing shortage exists which cannot be timely resolved through recall of qualified laid-off bargaining unit employees or through hiring additional permanent bargaining unit employees, the Agency may utilize temporary employees to fill open shifts. No such temporary employees may remain at work for the Agency for more than ninety (90) days in a six-month period without prior notice and reasonable explanation to the Union.

ARTICLE 41 BARGAINING UNIT WORK

Employees outside the bargaining unit may perform bargaining unit work to instruct or train bargaining unit personnel, if such work in the past has been performed in whole or in part by persons in positions not in the bargaining unit, and as otherwise deemed reasonably necessary to assure the timely, orderly and efficient performance of such work. No work which is exclusively assigned to bargaining unit personnel may be re-assigned to non-bargaining unit employees where the effect of such re-assignment is to reduce the number of employees in the bargaining unit, except with the express consent of the Union.

ARTICLE 42 MEDICAL DUTIES

Employees will not perform medical duties (i.e., subcutaneous injections, enemas, changing catheters, diabetic diet preparation, tube feedings, blood sugar levels) unless the employee has been properly trained.

ARTICLE 43 CRIMINAL CONDUCT AND INVESTIGATIONS

The Agency currently requires all employees to comply with the Department of Consumer & Industry Services rules related to "Good Moral Character". If the rules are in effect and the Agency determines the employee has violated one or more rule, then the following applies:

An employee who is suspended may seek relief through the Grievance Procedure subject to the following:

(a) No arbitration of such a grievance will occur while any criminal charges are pending without the agreement of the employee, the Union and the Agency; and

(b) If the employee is ordered to be reinstated or the Agency has voluntarily agreed to reinstatement, the determination whether to award back pay is based upon the reasonableness of the Agency's decision in light of the facts and circumstances known to the Agency at that time and the Agency's duties to its consumers and funding agencies.

ARTICLE 44 WORK RELATED INJURIES & ILLNESSES

It is the employee's responsibility to notify their direct supervisor immediately after incurring any work related injury.

When a known work related injury occurs, the employee must:

1. Seek medical attention appropriate to the extent and urgency of the injury.
2. File a police report if the injury was the result of a motor vehicle accident or personal injury accident.
3. Immediately contact their direct supervisor or appropriate on-call management staff.
4. Complete the Agency form entitled "Employee's Basic Report of Injury/Illness".

ARTICLE 45 COMPENSATION

Section 1. Wage Rates.

A. Current employees. Effective September 28, 2026, in the paycheck following the anniversary of the date that the employee entered the bargaining unit, the employee will receive an increase as provided in the Union Wage Progression Schedule (Attachment 6a / Attachment 6b). Employees shall be paid at the new rate for their step following the anniversary of the date that the employee entered the bargaining unit.

Beginning September 28, 2026, and ending September 27, 2029 current employees who are compensated at (or above) the maximum rate for their classification as of their next anniversary date, and who do not receive any upward step adjustment or wage increase in wage rate on their anniversary date, will be eligible to receive a $700 bonus, after applicable tax withholding, in the pay period in which his or her

anniversary date falls.

B. Newly hired employees. Persons hired into any bargaining unit position will be offered a starting pay rate based upon their prior experience and education based on a formula of 2 for 1 Step. For example a candidate has 6 years of qualifying experience, they would be offered a starting wage of 3rd Step on the Wage Progression Schedule. For educational degree, take at face value. For example if candidate has completed a 4 year degree (Bachelor's degree) that would amount to four steps.

C. Professional Development. Employees who successfully complete a degree or certification in a related health field may be eligible for a one-step wage increase, provided they have completed probation and have at least six (6) months of service in a union position. Employees at the top of the wage scale are not eligible. Official proof of completion must be submitted to Human Resources, and the increase will become effective with the next pay cycle following verification. Retroactive pay will not be provided.

D. Transfers from an affiliate. Employees hired from an affiliate without a break in service may be paid the same pay rate as they received at the time of their transfer from the affiliate, provided the work performed for the Agency is comparable to the work performed for the affiliate, and provided further that the rate of pay may not be higher than the top of scale for the applicable classification.

E. No employee under this Agreement will be paid more than the maximum rate for their classification as shown on the Wage Progression Schedule; provided, persons currently paid above the maximum rate for their classification will not have their wage rate reduced as a result of this Agreement.

F. Effective the first day of the full pay period following ratification of this Agreement, the attached Wage Progression Schedule (Attachment 6a/ Attachment 6b) shall go into effect. Employees shall be paid at the new rate for their step.

G. The parties will form a joint committee to discuss classifications where there are retention and/or recruitment problems. No changes will be made to the Wage Progression chart by the committee without agreement of both the Agency and the Union.

Section 3. Rate Changes Due to Funding Changes. Base Rates and Maximum Rates are subject to adjustment during the term of this Agreement as provided in this Section. When a legislative or executive funding increase or decrease is announced, the Union and the Agency agree to meet to discuss the nature and

amount of the increase or decrease, the positions covered by the increase or decrease, whether a change in any of the Rates shown in the Wage Progression Schedule is necessary to implement the funding increase or decrease, and any other issue reasonably related to the implementation of the funding increase or decrease.

Section 4. Weekend Differential. Effective 10-1-2023, a differential of one dollar ($1.00) per hour will be paid in addition to the normal rate of pay to each employee working weekend shifts. Weekend shifts are defined as any shift that begins at or after 2:00 pm on Fridays and all shifts that begin on Saturday or Sunday.

Section 5. Replacement Work. Except as provided in the Article on Layoffs and Transfers, any employee working replacement hours for another employee will receive his or her own wage rate.

Section 6. Overtime. Any employee working in excess of forty (40) hours in one work week will be compensated at one and one-half (1½) times their regular rate of pay for all overtime hours worked unless otherwise stated in this Agreement. When an hourly employee works greater than 40 hours in a work week including hours worked which are paid at different rates, the Agency will pay employees the weighted overtime rate consistent with United States Department of Labor regulations. All overtime must be approved by the immediate supervisor or on-call before it is worked. Any such approval must be in writing by the supervisor.

Section 7. Meals at Work-Site. First and second shift employees who are not provided a bona fide meal period will be provided with an Agency-paid meal. Meals prepared for consumers that are available for employee consumption on first or second shift at their work site will satisfy the Agency's obligation under this Section. Because consumers do not receive meals on third shift, employees will not be entitled to Agency supplied meals but will be allowed to eat a meal that they themselves provide.

Section 8. Wages Upon Promotion. An employee promoted to a higher grade will be placed on the Step on the Wage Progression Schedule applicable to the new classification and their level of seniority.

Section 9. Staff Ratio Changes. Minimum staff ratios are determined by State licensing standards and/or contracts with funding agencies. No change in the ratio of staff to consumers in a program will require a change in rates for the affected staff, but any change in ratios will be presented to the Joint Labor-Management Committee for discussion and review.

Section 10. Manual Checks. If, for any reason, an employee does not receive compensation for all hours worked in a given pay period, a special manual check will be prepared within 2 business days, provided the gross amount is at least

equivalent to eight (8) hours times the employee's regular rate of pay. If the gross amount is less than the sum of eight (8) hours times the employee's regular rate of pay, the additional compensation will be added to the employee's next, regularly scheduled, paycheck. In the event of an economic hardship, an employee needing a special manual check for an amount less than the sum of eight (8) hours times the employee's regular rate of pay may make a special request to Human Resource Department for an exception to the procedure.

ARTICLE 46 LEAVES OF ABSENCE

Section 1. The following types of leaves of absence are available, subject to the conditions and limitations of this Article: (a) Education Leave; (b) Military Leave; (c) Bereavement Leave; (d) Jury Duty Leave; (e) Family and Medical Leave; and (f) Personal Leave.

Section 2. Education Leave. Education leave may be requested where absence from work is necessary to permit the employee to pursue a full-time educational program. The granting of such a leave is entirely discretionary with the Agency, and must be approved by the employee's immediate supervisor, the next level supervisor and Human Resource or his/her designee. Employees on education leave do not accrue PTO and are not eligible for holiday pay. Employees granted education leave must use their accrued PTO for such leave, provided they may retain 40 hours of PTO at their option. Employees granted such a leave of absence are not guaranteed that they will be reinstated to their prior position upon ending their leave. An education leave may not exceed one (1) year and may not be taken within twelve (12) months of the end of any prior education leave. All educational leave is without pay and without benefit continuation (except as may be required under COBRA).

Section 3. Military Leave. Military leave will be granted in accordance with the requirements of applicable federal and state laws. All military leave is without pay or benefits except as required by federal law. Employees may use accrued PTO in lieu of unpaid time off. Employees on military leave do not accrue PTO and are not eligible for holiday pay.

Section 4. Bereavement Leave. Bereavement leave will be granted to all bargaining unit employees following the death of an immediate family member and will consist of up to the indicated number of consecutive scheduled work days, provided such consecutive scheduled work days must be taken during the first week following such death and/or during the week of the funeral or interment (including scattering of ashes) of the deceased. Employees will receive pay for any hours they were regularly scheduled to work on those days up to a maximum of eight (8) hours per day. Additional leave may be obtained through use of PTO. If PTO has been exhausted, additional leave may be granted without pay at the discretion of the employee's supervisor and Human Resource Department. For purposes of this Section, immediate family is defined as the employee's:

Spouse /Significant Other*	5 days	Grandchild	3 days
Child/Stepchild	5 days	Brother/Sister	3 days
Parent/Step-parent	5 days	Son-in-Law	1 day
Grandparent	3 days	Daughter-in-Law	1 day
Sister-in-Law	1 day	Brother-in-Law	1 day

Father-in-Law 3 days Mother in-Law 3 days

Any other blood relation living in your home at the time of their death. -- 3 days

* A "significant other" is a person with whom the employee has cohabitated in a romantic/sexual relationship for at least one (1) year prior to the date of death.

Leaves without pay or using PTO may be requested in other cases involving the death of friends and relatives and reasonable efforts to accommodate such requests will be made by the Agency. Such requests should be made to the employee's supervisor and Human Resource Department.

Section 5. Jury Duty Leave. Jury duty leave will be granted to employees who are required to serve as jury pool members or who are subpoenaed to testify in a legal proceeding, subject to the terms of this Section. Employees needing such leave must notify their supervisor and the HR Director in writing within three days of receiving notice of the need for such leave. If the employee has less than three days' notice of the need for such leave, notice to the Agency must nonetheless be given prior to taking such leave. The employee's notice to the Agency will include the anticipated duration of the leave. During the first 30 calendar days of the leave, the employee will be entitled to receive the difference between the pay they would have received for their regularly scheduled hours during the leave period and any jury pay or witness dues which they are entitled to receive for their service. The Agency may establish reasonable procedures for determining and processing such pay, including submission of proof of service and/or proof of pay. The Agency will continue benefits (subject to regular co-pay requirements) through the end of the month in which the 30th day of leave falls. Thereafter, benefits may be continued by the employee at his or her expense. For the first 30 calendar days of leave only, employees are eligible for holiday pay and will continue to accrue PTO.

Section 6. Family & Medical Leave. Hope Network understands the importance of family issues to today's workforce. It also recognizes that more employees than ever face conflicting demands of family and work obligations. Because employees may find it necessary to take a leave from their jobs for a temporary period to address certain family responsibilities, or their own serious health conditions, and in compliance with the Family and Medical Leave Act (FMLA), the following policy has been established.

Eligibility. In order to be eligible for a FMLA leave, the employee must:

- be actively employed at Hope Network
- have worked at least twelve (12) months for Hope Network (which do not have to be consecutive, but periods prior to a break in service of seven years or more need not be counted, with certain exceptions)
- have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date the FMLA leave begins (Time spent by stewards engaged in Union work and which is paid by the Agency is time that is counted toward the 1,250 hours requirement. Time spent by stewards engaged in Union work and which is not paid by the Agency is not time that is counted toward the 1,250 hours requirement.)

Reasons for FMLA Leave. The FMLA provides for up to twelve (12) weeks of unpaid leave during a twelve (12) month period for any of the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job; or
- Where the employee is eligible for Military Family Leave, as described below:

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves, or as a member of a regular component of the Armed Forces, in support of a contingency operation or deployed to a foreign country, may use their 12-week entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The FMLA, as amended by the National Defense Authorization Act, also provides for up to twenty-six (26) weeks of unpaid leave during a twelve (12) month period for an immediate family member (spouse, child, parent, or next of kin) needed to care for a "covered service member" with a serious health condition. "Next of kin" is defined as the nearest blood relative of the individual. "Covered service member" is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, including the National Guard and Reserves, at any time during the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation or therapy. "Serious health condition," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces, or an injury or illness that was incurred by the covered service member before the member's active duty and was aggravated by service in the line of duty while on active duty, that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. A serious injury or illness of a veteran encompasses an injury or illness in the line of duty while on active duty, or which existed prior to active duty, but was aggravated by service in line of duty while on active duty, and that manifested itself either before or after the covered service member became a veteran.

Length of Leave: For purposes of this policy, Hope Network defines the twelve (12) month period, during which up to twelve (12) weeks (or 26 weeks) of unpaid leave is available, as the most recent 12 calendar months (rolling or counting backward) from the date the requested leave begins. During this twelve-month period, an eligible employee is entitled to a combined total of 26 workweeks of leave to care for an injured service member and for another FMLA-qualifying reason. However, a 12-week cap still applies to any leave that does not qualify as "service member family leave."

If both spouses work for Hope Network, combined leave time for new child leave or leave to care for a family member with a serious health condition is twelve (12) weeks. The combined leave time to care for a service member is twenty-six (26) weeks.

Maintenance of Group Health Insurance Benefits. Group health benefits received by an employee before the leave begins will remain at the same level during periods of FMLA leave provided the employee makes the necessary employee contributions during the leave or arrangements to reimburse contributions upon return to work. If the employee does not return from leave, he/she will be required to reimburse Hope Network for any expense incurred while insuring the employee during the leave unless the employee does not return to work due to the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or other circumstances beyond the employee's control.

Employer contributions for benefits will cease on the last day of the 12th week. The employee is responsible for making arrangements to pay for continuing benefits beyond the date on which the FMLA leave ends.

Employees will not lose any benefits accrued prior to the start of an employee's FMLA leave.

Relationship to Other Leave of Absence Policies. If an employee takes FMLA leave, and they have paid time off available, they must use the paid time off as part of their FMLA leave. However, no employee will be required to use paid time off when his or her available balance is forty (40) hours or less, although an employee may do so at his/her option.

When taking FMLA leave, all other leaves to which the employee may be entitled will run concurrently with their FMLA leave. If the employee is entitled to short term disability or worker's compensation benefits during their leave, those benefits will also be included as part of the leave.

Hope Network reserves the right to place an employee on FMLA leave when he/she is away from work for an extended period of time for one of the qualifying events noted above.

Employee Notice Requirements. When a leave is foreseeable, an employee must provide at least 30 days' notice of the need for leave, where practicable. If the leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable; ordinarily, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the call-in procedures established at the affiliate where the employee works. Employees must provide notice sufficient to make Hope Network aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or

continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform Hope Network if the requested leave is for a reason for which FMLA leave was previously taken or certified. When planning medical treatment, an employee must consult with his/her supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly Hope Network's operations.

When the timing of the need for leave is not foreseeable, an employee must give notice to Hope Network of the need for FMLA leave as soon as practicable. It is expected that an employee will give notice within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible.

Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Medical Certification and Recertification. If the reason for the FMLA leave is because of a serious health condition, the employee must provide Human Resource Department, prior to the commencement of the leave, if practicable, with a medical certification from a physician or practitioner which contains the following information:

- The date on which the serious health condition commenced;
- The probable duration of the serious health condition;
- A detailed description of the medical condition;
- A statement that the employee is needed to care for the spouse, son, daughter, or parent with the serious health condition, or that the serious health condition prevents the employee from performing his or her job.

Employees generally have 15 days to return a completed certification. An employee's failure to timely submit a completed certification may result in a delay or denial of leave under the FMLA. If a certification is incomplete and insufficient, employees will be provided seven calendar days to provide any additional information necessary. The failure to provide any additional information requested within the seven-day period will result in a denial of leave. Where a serious health condition extends beyond a single leave year, Hope Network will require a new medical certification every new leave year. Hope Network retains the right to require the employee to obtain the opinion of a second health care provider, chosen and paid for by Hope Network, concerning any required certified

information used in determining whether the employee is entitled to the leave. In instances where the first and second medical certifications conflict, Hope Network may require a third medical certification from a physician jointly agreed upon by the Company and the employee. The third medical certification is binding on the Company and employee.

During the term of the leave, employees may be asked to recertify the continued medical necessity for FMLA leave every thirty (30) days. Failure to provide the Company with the required medical certification or recertification may lead to the denial of FMLA leave, or denial of the continuation of FMLA leave.

During the leave, periodic reports of the status and intent to return to work may also be required. If the leave was for the employee's own serious health condition, a "fitness-for-duty" certification will be required prior to returning to work.

For purposes of this policy, "serious health condition" generally means an illness, injury, impairment, or physical or mental condition involving either in-patient care or continuing treatment by a health care provider. Minor illnesses such as a cold, flu, or headaches will typically not be considered serious health conditions, unless there are complications.

Intermittent or Reduced Schedule Leave. An employee does not need to use this leave entitlement in one block. When medically necessary, an employee may take an intermittent leave (leave in separate blocks of time for a single qualifying reason) or reduced schedule leave (reducing the employee's usual weekly or daily work schedule) to care for an eligible family member, including an injured service member, with a serious health condition or due to the employee's own serious health condition. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees on intermittent leave may be transferred temporarily to another position, with equivalent pay and benefits, to better accommodate periods of absence.

Requests for Leave. Requests for leave under the preceding paragraphs must be initiated by completing the applicable request for leave form. If the requested leave is due to a serious health condition, a medical certification form, completed and signed by an applicable health care provider, must also be provided. All related forms may be obtained from Human Resource Department.

Once you request a leave of absence, the Human Resource Department will inform you whether you are eligible for leave under this policy and, if eligible, that the leave will be designated as FMLA leave. This notice may specify any additional information required as well as an employee's rights and responsibilities. It will also explain the reason(s) for ineligibility where applicable.

Reinstatement. Upon return from a FMLA leave, that has extended no longer than twelve (12) weeks, the employee will be returned to the same, or an equivalent position, as the one held when the leave started, so long as that position has not been otherwise eliminated. An employee has no greater right to reinstatement than if the employee had been continuously employed during the FMLA leave period. During the leave period, credit for service time will not accrue with the result that the employee will not continue to accrue eligibility for

any paid days off. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed. If a bonus or other payment is based on the achievement of a specified goal such as hours worked or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied. An employee who is able to return to work but does not return to work at the conclusion of his or her family or medical leave of absence will be considered to have voluntarily resigned his or her employment.

Key Employees. If you are an employee within the highest paid ten (10) percent of the Company workforce and if your return to work from an FMLA leave would cause substantial and grievous economic injury to the business, you may not be restored to employment.

Complaints. It is unlawful for Hope Network to interfere with, restrain, or deny the exercise of any right provided under the FMLA. It is also unlawful for Hope Network to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to FMLA. We encourage any employee who believes Hope Network may have violated the FMLA to utilize the grievance procedure or the Fraud & Abuse Hotline. However, an employee may file a complaint with the U.S. Department of Labor or file a lawsuit. The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Section 7.

(a) Incidental absences from work due to an employee's personal illness or injury, or that of a family member are subject to the provisions of this Agreement governing attendance, except to the extent the absence is eligible for treatment as an FMLA or Personal leave.

(b) Except as provided in this Paragraph, any time spent to attend a medical appointment, receive treatment, or have a test performed by a health care provider required by the Agency will be considered work time and the employee will be paid at their normal rate of pay. Medical appointments required to qualify for or relating to claims for workers compensation or disability benefits, or requested as part of the initiation, continuation or termination of an FMLA or Personal leave, will not result in pay to the employee.

Section 8. Personal Leave. Personal leave may be requested for any leave which does not qualify under any of the preceding leaves of absence, whether because eligibility for such leave has been exhausted or because the reason for the leave is not within the scope of the other forms of leave. An employee must have successfully completed their initial probationary period to be eligible for a personal leave. The granting of a personal leave, as well as its duration and terms, will be determined by the employee's immediate supervisor, the next level supervisor and Human Resource or his/her designee based upon the current and anticipated needs of the Agency. The Agency's decision may be challenged through the grievance procedure but will not be subject to review in arbitration. The employee will be required to use their accrued PTO as part of any personal leave, provided they may retain 40 hours of PTO at their option. Personal

leaves will be otherwise unpaid and without benefits (except COBRA). Employees do not accrue PTO and are not eligible for holiday pay while on a personal leave of absence. The duration of a personal leave of absence may not exceed six (6) weeks. Employees who are on a personal leave of absence are not guaranteed reinstatement to their prior position (or any position) upon return from leave.

Section 9. The Agency may require any employee who has been on any leave of absence for more than thirty (30) days to pass a return-to-work physical examination and drug/alcohol test prior to returning to work. All costs of such an examination and test will be paid by the Agency.

ARTICLE 47 PAID TIME OFF (PTO)

Section 1. Upon completion of their probationary period, all employees will earn paid time off, for each hour worked exclusive of overtime hours. Employees will have paid time off retro back to their hire date. Holiday hours also count toward PTO accrual; however, hours worked on holidays will not count toward PTO accrual. PTO may be used for sick, personal, or vacation time and as otherwise expressly permitted in this Agreement. All bargaining unit employees will accrue PTO according to the following schedule:

Years of Completed Service	Accrual Rate per Hour Worked	Hours earned in a typical year by a Full Time Employee
Less than 1	0.046	96
1	0.066	136
2	0.066	136
3	0.066	136
4	0.066	136
5	0.085	176
6	0.085	176
7	0.085	176
8	0.085	176
9	0.104	216
10	0.104	216
11	0.104	216
12	0.104	216
13	0.104	216
14	0.104	216
15	0.104	216
16	0.104	216
17	0.104	216
18	0.104	216
19	0.104	216
20 +	0.115	240

Section 2. Except as otherwise permitted in this Article, to request paid time off an employee must provide his/her immediate supervisor with a written request for paid time off at least fourteen

(14) days in advance of the days requested. Employees will receive written notice of approval or denial of the request no later than five (5) days after submission of request.

Section 3. When an employee must miss work due to the illness or injury of the employee or a family member in the employee's household, the fourteen (14) day notice requirement will be waived. The Agency may require use of accrued PTO to cover leaves or absences as otherwise expressly permitted by this Agreement.

Section 4. Paid time off is to be approved or denied based upon programmatic and scheduling needs as determined by the Agency. Therefore, there may be instances where paid time off is not granted by a supervisor. If paid time off is denied, a written explanation as to why it is denied will accompany the denial. However, the Agency will attempt to schedule paid time off as timely requested by the employee.

If two (2) or more employees apply for paid time off for the same date and the request for such time off is made more than sixty (60) days in advance of the date requested, seniority will apply for determining which employee, if either, receives approval. In all other instances, the first employee to request the PTO will have priority.

Section 5. Paid Time Off Bank. An employee may donate accumulated paid time off, up to a maximum of forty (40) hours to another employee only in the case of an unforeseen emergency, provided that the donating employee keeps a balance of at least forty (40) hours of PTO. Accrued paid time off may only be donated in hourly increments by written request to Human Resource department. Family members may not donate to other family members as this poses a conflict of interest.

Donated PTO is used only as the employee in need requires it to make up her/his hours. It is not deposited for later use. All hours donated will be considered of equal value regardless of the base wage of the employee donating. All hours received will be considered of equal value regardless of the base wage of the employee accepting the hours. Human Resource Department will maintain a record of any hours donated and designated and furnish the Union with a copy upon request.

Section 6. Termination of Employment. Upon resignation or termination of employment, a non-probationary employee will be paid up to 180 hours of accrued paid time off in the final check in their last regular payroll check, if the employee provides a two week notice (fourteen days) and completes one year of employment. If the employee was terminated for the treatment or care of the person served then that employee will be paid up to 80 hours of accrued paid time off in the final check in their last regular payroll check. Retiring employees who are at least 60 years old with at least 5 years of service and/or who have 25 or more years of service will be eligible to receive pay out to a maximum of 280 hours. The estate of an employee who passes away will be eligible to receive payout up to a maximum of 300 hours.

In the event an employee resigns without giving a written fourteen (14) day notice and has not completed one year of employment, accrued paid time off will be forfeited. The Agency may waive the fourteen day notice requirement in exchange for a written release by the employee and Union of any and all claims of every type and nature, whether asserted or unasserted, against the Agency (or

any officer or director thereof) arising from or relating to the employee's employment with the Agency or the termination thereof.

Section 7. Paid Time Off Buy-Out. An employee may request a cash out of accumulated paid time off, up to a maximum of forty (40) hours on an annual basis, provided that the employee keeps a balance of at least forty (40) hours of PTO in the bank. Accrued paid time off can only be cashed out on the following calendar year schedule:

- 1st Quarter (January – March) Employee with last name starting with letter A through I
- 2nd Quarter (April – June) Employee with last name starting with letter J through R
- 3rd Quarter (July – September) Employee with last name starting with letter S through Z
- 4th Quarter – Cash Out Option Not Available

All Buy-Out Requests must be submitted in writing by the last business day (Monday – Friday) of each Quarter to the Human Resource Department for approval.

Section 8. Carryover. An employee may carry-over up to 280 hours of accrued PTO from one year to the next.

Section 9. Michigan Earn Sick Time Act (MESTA)

Michigan Earned Sick Time Act (MESTA)

1. Who is Covered
    a. All bargaining unit employees are covered under MESTA. New employees are eligible to use accrued earned sick time after 120 days of hire.

2. Permissible Uses
    a. Employees may use earned sick time for personal or family medical care, preventative care, sexual or domestic violence recovery, and public health-related closures.
    b. Who is considered a family member; biological/adopted/ foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis, biological parent, foster parent, stepparent, adoptive parent of a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child, grandparent, grandchild, biological/foster/adopted sibling, any other individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.

3. Accrual Rate
    a. Employees earn up to a total of 72 hours in a calendar year; employers do not front load 72 hours.
    b. Employees will earn one (1) hour of earned sick time for every 30 hours worked.
    c. Employees who are eligible to accrue paid time off (PTO) as outlined above may use their accrued PTO for the same purposes allowed under MESTA.

d. New employees are eligible to use accrued earned sick time on the 120th calendar day. For employees reemployed within a 2-month period, the 120-day waiting period is waived.

4. Annual Earned Sick Time Limits
    a. Employers must provide up to 72 hours of earned sick time per calendar year.
    b. Employees are not entitled to use more than 72 hours of earned sick time per calendar year.

5. Carryover
    a. All banked earned sick time, up to 72 hours, carriers over to the next calendar year, though usage limits remain in place.
6. Notification
    a. Employees must provide reasonable notice when possible.
7. Documentation
    a. Employers may request documentation for absences exceeding three consecutive days.
8. Status Changes
    a. If an employee has a status increase within the calendar year and qualifies for PTO under the PTO Policy, the policy guidelines will become effective on the date of change.
    b. If an employee has a status decrease such that he/she no longer qualifies for PTO under the regular PTO Policy, then the employee, if eligible, will start to accrue earned sick time on the date of change.
9. Requesting MESTA
    ~~a.~~ Employees requesting MESTA must follow the established call-in procedure and indicate that they are requesting MESTA leave. Any required system documentation or entry into UKG Workforce Management (WFM) may be completed after the absence.
        1. Select PTO to submit the request (PTO can be used for the same purposes allowed under MESTA).
        2. Select timeframe - enter start time - enter duration - select review - select MESTA from the drop-down list - select submit.
10. Available MESTA
    a. Available MESTA hours will be applied first to the missed portion of the shift. If part of the absence remains uncovered after all available MESTA hours are used, the employee's attendance points will be deducted one (1) point for each uncovered hour of the shift.

ARTICLE 48 GENERAL LIABILITY INSURANCE

The Agency will maintain general liability insurance coverage which will provide a defense to and indemnify employees against claims and liability for the acts and omissions of bargaining unit personnel to the same extent and subject to the same exclusions, conditions and limitations as are applicable to non-bargaining unit personnel who are not officers or directors of the Agency.

ARTICLE 49 DISABILITY INSURANCE

Section 1. The Agency will pay the entire premium cost for maintaining a group disability insurance policy or policies with terms as outlined in this Article. Actual determinations of disability will be made by the insurer. The Agency's obligation will be limited to the payment of premiums and any paid entitlement an employee may have under other Articles in this agreement during a waiting period of covered disability.

Section 2. Non-probationary Full-Time 40 and Full-Time 30 employees will be eligible for coverage under the insurance provided under this Article, subject to the terms, conditions, limitations and exclusions set forth in the policy of insurance, provided, however, the short-term coverage amount is not less than 60% of weekly pay (bonuses, overtime and other non-regular rate compensation excluded), rounded to the next higher multiple of $1.00, if not already an exact multiple, subject to a maximum amount of $600 per week for a maximum of 11 weeks. After a qualifying period of 90 days, the employee may receive long-term benefits of the same weekly amount for a period of time specified in the policy currently in effect. Coverage will be effective as of the first day of the calendar month following completion of the employee's probationary period. The Agency may select the insurer without prior bargaining. Employees may supplement disability income through the use of accrued and unpaid PTO, provided the supplemented income may not exceed the employee's regular straight-time weekly wage.

ARTICLE 50 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Section 1. The Agency agrees to pay the entire premium cost for maintaining a group term life insurance policy or policies with terms as outlined in this Article. The insurer will make actual determinations of dismemberment. The Agency's obligation will be limited to the payment of premiums.

Section 2. Non-probationary Full-Time 40 and Full-Time 30 employees in the bargaining unit will be eligible for coverage under the insurance provided under this Article, subject to the terms, conditions, limitations and exclusions set forth in the policy of insurance with a death benefit of one-times the employee's annual wages rounded to the next thousand up to a maximum of $400,000 and a minimum of $10,000. Coverage will be effective as of the first day of the calendar month following completion of the employee's probationary period. The coverage amounts and other basic terms and conditions of such coverage will be as set forth in the policy of insurance. The Agency may select the insurer without prior bargaining.

ARTICLE 51 HEALTH, DENTAL & VISION INSURANCE

Section 1. The Agency will make available to non-probationary employees covered under this Agreement (except Part-Time NB status employees) group health (including prescription), dental and vision insurance as set forth in this Section.

Effective May 1, 2015, the health, dental and vision coverage shall change to the group plans implemented by the Agency on October 1, 2014, for its non-bargaining unit employees. Both during the term of this Agreement and after any termination or expiration of this Agreement, the

Union specifically waives the right to bargain over any changes made by the Agency to the group plans, the benefits offered, plan designs, plan provider, plan administrator, and employee contributions toward the monthly premiums; and, during the term of this Agreement and after any termination or expiration of this Agreement, Agency agrees to offer eligible bargaining unit employees the same health, dental and vision plans offered to non-bargaining unit HNBHS employees from time-to-time. The Union expressly acknowledges and agrees that this waiver and the Agency's rights pursuant to this section 1 apply and continue to exist both during the express term of this Agreement as well as after any expiration or termination of this Agreement.

To the maximum extent permitted by law, any tax, excise tax, surcharge, fee, or other cost imposed upon either a group plan, plan sponsor or plan administrator shall be passed through and paid fully by participating employees on the same basis as for non-bargaining unit employees.

Section 2. Pre Tax Deductions.

Premium Co-Pays

Employee premium co-payments shall be paid through pre-tax payroll deductions in accordance with the terms of the Agency's Section 125 plan to the extent permitted by applicable federal and state law. Both during the term of this Agreement and after any expiration or termination of this Agreement, Employee contributions toward the monthly premiums for any and all group plans shall be on the same percentage, amounts and basis as established by the Agency from time-to-time for non-bargaining unit employees. Dental Insurance

Both during the term of this Agreement and after any expiration or termination of this Agreement, Employees shall contribute toward the cost of monthly dental premiums on the same percentage, amounts and basis as determined by the Agency from time-to-time for non-bargaining unit employees.

Vision Insurance

Both during the term of this Agreement and after any expiration or termination of this Agreement, Employees shall contribute toward the cost of the monthly vision premiums on the same percentage, amounts and basis as determined by the Agency from time-to-time for non-bargaining unit employees.

Medical and Child Care Spending Accounts

The Agency maintains Section 125 plans to allow employees to set aside funds for approved medical, dental, vision and child care expenses on a pre-tax basis, up to set maximum amounts. Participation in these programs can reduce employee's out of pocket costs for these expenses.

Section 3. If an employee fails to work the minimum hours per pay period (unless they are on an approved leave of absence), according to their Employment Status, and does not have sufficient available PTO to elevate their number of hours to the applicable minimum, for two (2) or more consecutive pay periods, or four (4) or more pay periods within any three (3) consecutive month period, will have their Employment Status reduced to reflect the average number of actual hours worked. All benefits related to the Employment Status will also be affected accordingly.

Section 4. An open enrollment period will be held annually and as otherwise permitted by the applicable insurer and the Agency.

ARTICLE 52 HOLIDAYS

Section 1. Holidays Recognized. The following holidays are recognized by the Agency:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Easter Sunday is also recognized as a holiday, but for the sole and limited purpose of payment of the holiday premium rate for employees who actually work on the holiday. However, no holiday pay (as described in Section 2) will be paid to any employee for Easter Sunday.

Holiday shifts will be the third shift that begins on the day preceding the recognized holiday and the first and second shift that begin on the day of the recognized holiday.

Section 2. Holidays Not Worked. Full-Time 40 employees will receive eight (8) hours holiday pay at their regular base rate for each holiday. Full-Time 30 employees will receive seven (7) hours holiday pay at their regular base rate for each holiday. Probationary and part-time employees are not eligible for holiday pay for holidays not worked. No holiday pay will be due or paid to employees absent from work on the employee's last scheduled work day preceding or the employee's next scheduled work day following a recognized holiday unless such absence is as a result of pre-approved PTO, bereavement leave or jury duty leave. Holiday pay will be in addition to any pay earned for hours worked on a holiday.

Section 3. Holidays Worked. Employees who work on a recognized holiday will be paid one and one-half times their regular base rate for all hours actually worked on the holiday. Such employees who wish to have an alternate day off during the calendar week in which the holiday falls may request this, in writing to their supervisor 14 calendar days in advance.

Section 4. Overtime During Holiday Weeks. An employee who works a holiday, and who works in excess of 40 hours during that work week, will receive one and one-half times his or her regular base rate of pay for all hours worked in excess of 40 during such week (the holiday worked pay premium will not be offset against the amount of overtime owed).

ARTICLE 53 RETIREMENT PLANS

Section 1. Pension Plan. HNBHS froze the defined benefit pension plan on January 31, 2005. The pension plan is permanently frozen.

Section 2. 403(b) Plan. Subject to the terms, conditions, limitations and exclusions of the Agency's 403(b) Plan, all employees covered by this Agreement will be eligible to participate in the Agency's 403(b) Plan. Nothing in this Agreement will prevent or require bargaining regarding

amendments to the 403(b) Plan required by the Internal Revenue Code of 1986, as amended, and/or the Employee Retirement Income Security Act.

The Agency agrees to maintain, during the term of this Agreement, the following Agency matching contribution schedule:

Years of Service	Matching Contribution	Employee Matched Contribution
0 – 10 Years	35%	Up to 6%
Over 10 Years	50%	Up to 6%

The Agency's matching contribution will be calculated against the percentage of gross pay contributed by the employee to the403(b) Plan, provided any amount contributed by the employee in a pay period in excess of 6% of gross pay for that period will be disregarded for purposes of calculating the Agency's matching contribution.

During the term of this Agreement and after any expiration or termination of this Agreement, the Agency reserves the right to change the investment provider, investment options, third party administrator and/or investment fund provider of the 403(b) plan.

ARTICLE 54 MILEAGE

Employees, who drive their own motor vehicle in the course of their employment with the Agency, will be paid at the annually recommended IRS rate for each mile driven. Mileage accumulations will be submitted by the employee in accordance with such policy regarding mileage reimbursement as may be adopted from time to time by the Agency.

ARTICLE 55 OTHER BENEFITS

To the extent the following benefits are maintained for all other non-bargaining unit employees, such benefits will be offered to bargaining unit members:

* Credit Union membership
* Employee Assistance Program

If the Agency maintains a Flexible Spending Account plan, bargaining unit members will be permitted to participate, provided such participation will not obligate the Agency to contribute any funds to or for the benefit of bargaining unit members' spending accounts.

ARTICLE 56 ON-CALL

Section 1. The Agency may implement and eliminate an on-call system for bargaining unit employees during the term of this Agreement and after any expiration or termination of this Agreement, subject to the terms of this Article. The assignment of on-call duties to bargaining unit staff will not restrict the Agency's right to assign on-call duties and work to non-bargaining unit personnel.

Section 2. Advanced Residential Instructors, Grounds Maintenance Technicians, Maintenance Technicians, Maintenance Technicians & Flooring & Tiling Specialists, Cooks and Lead Cooks, or other employees designated by the Agency may be required to carry an on-call company cell phone for purposes of providing staffing on-call support. Staff members not holding one of the above positions will not be required to carry an on-call company cell phone, but may be asked at the Agency's option and may accept or decline at the employee's option. Staff members not holding one of the above positions who are asked and agree to serve as on-call must commit to at least a one week assignment, and may not resign from on-call with less than fourteen (14) days' notice to the Agency. The Agency may terminate an on-call assignment at any time. On-call staff will not be required to be on-call more than two (2) consecutive weeks on-call. The Agency will also make reasonable attempts to not require on-call staff from having to be on-call during their weekends off.

Section 3. When an employee is on call, he/she will receive additional compensation as follows:

a. For each week that the employee carries company cell phone for a single program, he/she will be paid seventy-five dollars ($75) for each program.

b. For each week that an employee carries a company cell phone for the maintenance on call he/she will be paid one hundred dollars ($150)

Section 4. Except as provided in Section 5, on-call employees will be required to carry and have turned on Agency-supplied company cell phones at all times when they are on call, to respond to all calls within twenty (20) minutes, and to take appropriate action within one (1) hour in response to pages/calls, including, if necessary, filling the shift himself/herself. If an on-call employee is required to work all or a portion of a shift as a result of receiving a call, he or she will also receive his or her appropriate wage for time actually worked, with a two-hour minimum. The Agency may establish guidelines with respect to on-call staff authorization of overtime. The Agency will advise the Union and affected staff of such guidelines and any changes to them, and on-call staff must adhere to such guidelines.

Section 5. The on-call staff must respond to a call within twenty (20) minutes. If the call is for enhanced staffing, the on-call staff member must arrive at the program within one (1) hour of the page.

Section 6. Staff members not holding one of the positions noted in Section 2 above who wish to serve as an on-call employee will sign up as provided by the Agency. Sign-up will be by county and seniority within the classification of the on-call position; provided, the Agency may decline to permit an employee to serve as an on-call employee if he or she has failed to perform as required in the capacity of on-call employee. The Agency is not required to offer on-call duty to any staff members not holding one of the positions noted in Section 2 above, but must adhere to the provisions of this Section if it does so.

Section 7. On call employees may be required to work a back to back shift.

Section 8. Employees will not be required to participate in the staffing on call rotation more than every 3rd week.

ARTICLE 57 PAST PRACTICES

The Union acknowledges that it had opportunity to raise for negotiation the continuation of any past practices it sought to retain as working conditions for bargaining unit employees, and that the parties have included in the written terms of this Agreement all such practices that the Agency has agreed with the Union to retain. Any such actual or alleged past practices not expressly incorporated into the written terms of this Agreement shall be null and void and shall not be construed to limit, abridge, restrict or modify any of the Agency's management rights.

ARTICLE 58 TERM AND TERMINATION OF AGREEMENT

This Agreement shall take effect September 28, 2026, and shall remain in effect until 11:59 p.m. on September 27, 2029. The Union and Agency agree to a Wage Re-opener in December of 2027. This Agreement shall automatically be renewed on the same terms and conditions for successive periods of three (3) year from the ratification date unless either party shall, on or before the 90th day prior to expiration, serve written notice on the other of a desire to terminate this Agreement and to modify, alter, amend, renegotiate or change this Agreement. Such notice shall have the effect of terminating this Agreement on the termination date, unless prior to such termination date a new Agreement is ratified or the parties agree in writing to an extension of the termination date.

SIGNING BONUS:

- Each member both part time and full time will receive within two pay periods from the date of ratification: $200.00, after applicable tax withholding.

HOPE NETWORK BEHAVIORAL HEALTH SERVICES

Deborah Mock 10/06/26

Deb Mock, Executive Director

Ashley Beck 10/5/26

Ashley Beck, Employee Labor Relations Specialist

OPEIU and its LOCAL 459

Lois Davis-Thomas, OPEIU Service Rep. 10/14/24

10/14/24

Yshaati Jackson, Chief Union Steward

10/14/24

Hector Guillen, Union Steward

10/14/24

Renee Beardsley, Union Steward

10/14/24

Robert Bell, Union Steward

Attachment 1 (ref.: Non-Discrimination Article)

WAIVER AND ELECTION OF REMEDY

1. The undersigned employee ("Employee") hereby asserts that he/she believes that Hope Network Behavioral Health Services ("HNBHS") and/or one of HNBHS' officers, directors or employees has engaged in unlawful discriminatory and/or retaliatory conduct which violates the Employee's rights under applicable local, state or federal law and under the collective bargaining agreement between HNBHS and OPEIU Local 459 (the "Union").

2. Employee affirmatively represents that he/she has not filed or otherwise initiated any administrative complaint or proceeding or any other legal proceeding arising from or related to the allegedly unlawful discriminatory and/or retaliatory conduct. Employee further represents that he/she has not assigned any right or claim he/she may have in connection with or arising from the allegedly unlawful discriminatory and/or retaliatory conduct. Employee acknowledges and agrees that in the event either of these representations are inaccurate or false, this waiver and election is voidable at the option of HNBHS and if voided by HNBHS, he/she will have no right to pursue his/her claim through arbitration under the collective bargaining agreement, and will have no right to introduce or make use in any administrative proceeding or trial of any testimony or evidence produced at or through the arbitration process.

3. Employee acknowledges and understands that he/she may pursue a claim and seek relief from the alleged unlawful discrimination and/or retaliation through: (1) an administrative proceeding filed in accordance with applicable local, state or federal law; (2) the initiation of civil litigation if and as permitted by applicable local, state and federal law; or (3) arbitration conducted pursuant to the Grievance Procedure in the collective bargaining agreement.

4. Employee has been advised by the Union and understands that he/she may not pursue any remedy through arbitration of his/her claim under the collective bargaining agreement unless he/she irrevocably waives his/her rights and remedies to administrative relief and right to sue with respect to all claims arising from or related to the alleged discriminatory conduct. Employee has also been advised by the Union and understands that he/she is under no obligation to execute this Waiver and Election of Remedies, but that if he/she fails or refuses to do so prior to the time the Union must demand arbitration under the collective bargaining agreement, he/she forfeits and relinquishes any right to arbitrate his/her discrimination and/or retaliation claim or obtain relief under the collective bargaining agreement from the alleged discriminatory and/or retaliatory conduct.

5. Employee acknowledges that he/she has been advised by the Union to consult with independent legal counsel prior to executing this Waiver and Election of Remedies. Employee further acknowledges that he/she has been told by the Union that the final decision to pursue any arbitration and/or to settle the Employee's grievance in connection with the alleged unlawful discriminatory and/or retaliatory conduct rests with the Union, subject only to the Union's duty to fairly represent the Employee in the grievance and arbitration process.

6. Employee agrees and acknowledges that he/she has been provided this Waiver and Election form at least twenty-one (21) days before the date upon which he/she must sign it, and

further acknowledges and understands that he/she may rescind this Waiver and Election at any time within seven (7) days after signing it by giving written notice of such rescission to the Human Resource Department.

7. With the knowledge and understanding set forth above, Employee:

a. Irrevocably elects to pursue arbitration of his/her claim as a grievance under the collective bargaining agreement and to do so as his/her sole and exclusive remedy for the alleged unlawful discriminatory and/or retaliatory conduct which is the subject of that grievance or which arises from or relates to that alleged unlawful discriminatory and/or retaliatory conduct; and

b. Waives and forever releases his/her right to relief or to pursue relief through administrative proceedings or through litigation for any alleged unlawful discriminatory and/or retaliatory conduct or action which is the subject of that grievance or which arises from or is related to that alleged unlawful discriminatory and/or retaliatory conduct.

8. Employee acknowledges and agrees that this Waiver and Election of Remedies is and may be pleaded as a complete, absolute and irrevocable bar to any administrative proceeding or litigation filed by or on behalf of Employee in connection with or related to the alleged unlawful discriminatory and/or retaliatory conduct which is the subject of the grievance to be arbitrated.

Employee **Date**

OPEIU – Local 459 **Date**

Hope Network Behavioral Health Services **Date**

Attachment 2

Hope Network Behavioral Health Services

Attendance Point/Tardy Incident Investigation Request/Dispute Form

Employee Name: _____

Home Department/Program: _____

Date of Paycheck Reflecting Disputed Balance: _____

Today's Date **(must be within 5 business days of check date)**: _____

Supervisor's Name: _____

Please investigate and respond to the following:

☐ I believe that my Attendance Point balance of _____ is incorrect for the following reason(s):

_____

_____

☐ I believe that my YTD Tardies balance of _____ is incorrect for the following reason(s):

_____

_____

_____

Employee Signature

Supervisor Section:

Response to Employee:

☐ After investigating your request, I have determined that your balance(s) is(are) incorrect, and the adjustment(s) noted below will be made.

☐ After investigating your request, I have determined that your attendance-related balances are correct, and no adjustment(s) need to be made.

☐ Your request was made more than 5 business days after the date of the check on which your disputed balance was reflected, so per policy, no adjustment(s) can be made.

Human Resources/Payroll:

Please make the following adjustment to the above noted employee's balance(s):

☐ **Attendance Point Bank**

☐ Increase balance by _____ points

☐ Decrease balance by _____ points

Reason: _____

_____

_____

☐ **YTD Tardies Balance**

☐ Increase balance by _____ tardies

☐ Decrease balance by _____ tardies

Reason: _____

_____

_____

_____

Supervisor Signature

RWB-9/03

Date

Attachment 3

Hope Network Behavioral Health Services

Grievance Procedure Form

Instructions: Complete the statement of Complaint section only to initiate the grievance procedure and sign as indicated. Grievances/complaints must be presented within twenty-one (21) calendar days after the occurrence of the incident that gave rise to the grievance. Submit this completed form to your steward. The Union will then be responsible for timely submitting the grievance to Human Resource Department.

Statement of Complaint:

Staff Name:_____ Date:_____

Program:_____ Job Title:_____

Supervisor:_____ Shift:_____

Section(s) of the contract violated or misinterpreted:

Article #_____ Section #_____ Page # _____

What specifically is the nature of the complaint? _____

_____

_____

_____

What specifically do you think should be done? _____

_____

_____

Are there any witnesses who can support your position? (please include names and programs they are assigned)

_____

_____

_____

What is the best time and way to get in contact with you? (Please include a phone number) _____

_____

_____

Employee Signature Date

_____

Union Steward Signature Date

Step 1 - Human Resource or Designee: (Respond by _____) (Within 14 calendar days)

Decision: (Please see attached memo.)

_____
Human Resources Signature Date

Employee Response: (Forward to Human Resources within 14 calendar days after Human Resources responds)

Do you wish to have this grievance taken to the next step? Yes No

Please indicate your reason to pursue to the next step? _____
_____
_____

_____
Employee Signature Date

_____
Union Steward Signature Date

Step 2 - Human Resource or Designee: (Respond by _____) (within 14 calendar days)

Decision: (Please see attached memo.)

_____
Human Resources or Designee Signature Date

The decision of the Human Resource or Designee is the final step in the Grievance Procedure. If the grievance is not satisfactorily resolved at Step 2, a timely Demand for Arbitrationmay be filed; and if so, a pre-arbitration conference shall be scheduled.

Pre-Arbitration Conference Scheduled for: Date/Time: _____
Parties present for the Union: _____
_____
Parties present for the Agency: _____
_____

Attachment 4

Hope Network Behavioral Health Services
REIMBURSABLE UNION STEWARD ACTIVITY

Name:_____ File #: _____
(Please Print)

Home Dept:_____ Pay Period:_____ to _____

Date		Start Time	Stop Time		Hours	
	S			//		
	M			//		
	T			//		
	W			//		
	T			//		
	F			//		
	S			//		
TOTAL						

Date		Start Time	Stop Time		Hours	
	S			//		
	M			//		
	T			//		
	W			//		
	T			//		
	F			//		
	S			//		
TOTAL						

By signing below, I certify that the information reported above is correct.

_____ _____
Employee Signature Date

Notes:
*This document must be turned into the program manager or Director no later than 9am on the Monday of the pay week. *Compiled data will be provided to the OPEIU service representative monthly

Attachment 5

ARBITRATION PANEL

Pat McDonald
Paul Glendon
Peter Jason

Attachment 6a

Wage Pay scale not including River Valley

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Advanced Residential Instructor	18.84	19.31	19.79	20.29	20.80	21.32	21.85	22.39	22.95	23.53	24.12	24.72
Advanced Residential Instructor Secondary Wage	19.59	20.08	20.58	21.10	21.62	22.16	22.72	23.29	23.87	24.47	25.08	25.70
Cook	15.82	16.37	16.78	17.20	17.63	18.07	18.53	18.99	19.46	19.95	20.45	20.96
Dietary Service Coordinator	16.30	16.87	17.29	17.72	18.17	18.62	19.09	19.56	20.05	20.56	21.07	21.60
Grounds Maintenance Tech	20.00	20.70	21.22	21.75	22.29	22.85	23.42	24.01	24.61	25.22		
Activity Instructor	17.13	17.73	18.17	18.63	19.09	19.57	20.06	20.56	21.07	21.60	22.14	22.70
Lead Cook	16.07	16.63	17.05	17.47	17.91	18.36	18.82	19.29	19.77	20.27	20.77	21.29
LPN	17.10	17.70	18.14	18.59	19.06	19.54	20.02	20.52	21.04	21.56	22.10	22.66
Maintenance Tech	18.15	18.79	19.25	19.74	20.23	20.74	21.25	21.79	22.33	22.89	23.46	24.05
Medical Assistant (No Cert)	18.65	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.94	23.52	24.11	24.71
Medical Assistant (Cert)	20.65	21.37	21.91	22.45	23.02	23.59	24.18	24.79	25.41	26.04	26.69	27.36
Medication Distributer	17.65	18.27	18.72	19.19	19.67	20.16	20.67	21.18	21.71	22.26	22.81	23.38
Residential Instructor	17.40	18.01	18.46	18.92	19.39	19.88	20.38	20.88	21.41	21.94	22.49	23.05
Residential Instructor- Rover	18.40	19.04	19.52	20.01	20.51	21.02	21.55	22.09	22.64	23.20	23.78	24.38
Residential Instructor Secondary Wage	18.15	18.79	19.25	19.74	20.23	20.74	21.25	21.79	22.33	22.89	23.46	24.05

Attachment 6b

Wage Scale for River Valley

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Advanced Residential Instructor	19.84	20.34	20.84	21.37	21.90	22.45	23.01	23.58	24.17	24.78	25.40	26.03
Cook	15.82	16.37	16.78	17.20	17.63	18.07	18.53	18.99	19.46	19.95	20.45	20.96
Dietary Service Coordinator	16.30	16.87	17.29	17.72	18.17	18.62	19.09	19.56	20.05	20.56	21.07	21.60
Activity Instructor	17.58	18.20	18.65	19.12	19.59	20.08	20.59	21.10	21.63	22.17	22.72	23.29
Lead Cook	16.07	16.63	17.05	17.47	17.91	18.36	18.82	19.29	19.77	20.27	20.77	21.29
LPN	19.10	19.77	20.26	20.77	21.29	21.82	22.37	22.93	23.50	24.09	24.69	25.31
Medical Assistant (No Cert)	18.65	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.94	23.52	24.11	24.71
Medical Assistant (Cert)	20.65	21.37	21.91	22.45	23.02	23.59	24.18	24.79	25.41	26.04	26.69	27.36
Medication Distributer	17.65	18.27	18.72	19.19	19.67	20.16	20.67	21.18	21.71	22.26	22.81	23.38
Residential Instructor	18.40	19.04	19.52	20.01	20.51	21.02	21.55	22.09	22.64	23.20	23.78	24.38
Residential Instructor- Rover	19.40	20.08	20.58	21.10	21.62	22.16	22.72	23.29	23.87	24.46	25.08	25.70
Residential Instructor Sec. Wage	19.15	19.82	20.32	20.82	21.34	21.88	22.42	22.99	23.56	24.15	24.75	25.37