

AGREEMENT

between

**MANISTEE-BENZIE COMMUNITY
MENTAL HEALTH
(dba) CENTRA WELLNESS NETWORK**

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 459, AFL CIO**

April 30, 2019 through April 30, 2022

AGREEMENT

This Agreement shall be effective upon ratification by the parties, except as otherwise stated herein, and is by and between **MANISTEE-BENZIE COMMUNITY MENTAL HEALTH SERVICES (dba Centra Wellness Network)**, hereinafter referred to as the "**Employer**," and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 459, AFL-CIO**, hereinafter referred to as the "**Union**".

ARTICLE 1 - RECOGNITION

Employees Covered: Pursuant to and in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time Community Skills Trainers (CST), including any CST designated as Team Leader, employed by the Manistee-Benzie Community Mental Health Services Board, EXCLUDING supervisors, recreational coordinator, office clerical employees, casual (substitute) and temporary employees, professional employees and all other employees.

ARTICLE 2 - NON-DISCRIMINATION

The Employer and the Union shall not discriminate because of race, religion, creed, color, national origin, handicap, age, Union activity, sex, or marital status, or other legal requirements.

ARTICLE 3 - HOURS OF WORK

Section 1. The starting and quitting time of employees may be changed by the Employer. The Employer will provide fourteen (14) calendar days notice prior to such changes unless there are personnel shortages, employees absent from work, an emergency situation, weather problems, consumer activities, or for any unforeseeable circumstances.

ARTICLE 4 - DEFINITION OF EMPLOYEES

Section 1. Regular Full-Time Employees. An employee hired to work and who works forty (40) hours or more of regularly scheduled, continuous work per week shall be considered a full-time employee. Full-time employees shall be entitled to all the benefits defined in this Agreement.

Section 2. Regular Part-Time Employees. An employee hired to work and who works less than forty (40) hours per week but at least twenty (20) hours per week of regularly scheduled, continuous work shall be considered a part-time employee. Part-time employees shall be entitled to Paid Time Off on a pro-rated basis on hours worked in relation to full-time employees' accruals and certain other fringe benefits as specifically authorized and provided in this Agreement for part-time employees. Notwithstanding any contrary provisions, part-time employees of less than twenty (20) hours per week are not eligible and shall not receive any fringe benefits, including, but not limited to, short-term disability, long-term disability, health insurance, and life insurance. Health insurance shall only be available to employees normally scheduled to work thirty (30) or more hours per week.

Section 3. Substitute Employees. An employee who is not hired to work at least twenty (20) hours per week on a regularly scheduled continuous basis shall be considered a substitute employee. Substitute employees shall not be covered by this Agreement and shall not be entitled to any benefits in this Agreement. The Union hereby waives its right to include part-time employees of twenty (20) hours or less per week in this bargaining unit during the effective period of this contract. In the event these employees should ever be included in this bargaining unit, all employees scheduled to work, and who work twenty (20) hours or less per week shall not receive health insurance coverage at the time employees working twenty (20) hours or less become members of the bargaining unit.

When a substitute is hired into a bargaining unit position without any break in service, the time since that person last received a step shall count towards the employee's movement to the next step.

Section 4. Part-Time Working Full-Time. An employee who is classified as a part-time employee and who works forty (40) hours or more per week for one hundred eighty (180) consecutive work days shall receive the benefits of a full-time employee starting the one hundred eighty-first (181st) work day. The employee shall revert back to part-time benefits as provided hereunder when reduced in work hours to less than forty (40) hours.

Section 5. Substitute Working Part-Time or Full-Time. When an employee who is classified as a substitute employee and works more than 1040 hours in a calendar year the Employer shall either:

- a. Reduce the employee's hours; or
- b. Post the position as full- or part-time.

ARTICLE 5 - PROBATIONARY PERIOD

All employees shall be probationary employees until the employee has worked for six (6) months. If a probationary employee is on unpaid leave(s) for ten (10) days or more, his/her probationary period shall be extended by an amount of time equal to the unpaid leave(s). During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire into a bargaining unit position. Unpaid leave includes inactive pay status such as disability leave or worker's compensation leave.

ARTICLE 6 - UNION SECURITY

Section 1. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share in the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included in the collective bargaining unit without regard to whether or not the employee is a member of the Union.

Section 2. Payroll Deduction. The Employer agrees to deduct from the wages of its employees covered by this Agreement service fees uniformly required by the Union, provided the Union first furnishes to the Employer an authorization for check-off of such service fees signed by the employee involved. Upon deduction, the Employer shall remit such deductions to the Treasurer of OPEIU, Local 459, on or before the second pay period of each month. Deductions shall commence the first (1st) full month following receipt by the Payroll Clerk of voluntarily signed check-off authorization provided the employee shall have earned sufficient pay to cover the deduction. Such written

voluntarily authorization shall apply unless the employee gives written notice of his termination of said authorization to the Payroll Clerk. The Union shall certify the amount of the service fees to the Payroll Clerk.

Section 3. Hold Harmless and Indemnification. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees provided herein or by reason of action taken by the Employer.

Section 4. Michigan Public Act 349. The Union and Employer agree that if, during the term of this Agreement, Michigan Public Act 349 shall be repealed, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction and if all appeals have been exhausted, the provisions of the foregoing article in this Agreement shall be replaced immediately on the effective date of such legislation or final order with the language in Article 6 – Union Security from the October 1, 2009 through September 30, 2013 collective bargaining agreement.

ARTICLE 7 - SENIORITY

Section 1. Definition. Effective October 1, 2006 and thereafter seniority shall be earned at a rate of 2080 hours per year employed as a full-time employee. Regular Part Time employees shall earn a pro rata amount. Unpaid leave and leave paid by someone other than the MBCMH Payroll Department will be deducted from the above.

Section 2. Seniority List. The Employer will provide the Union with an updated seniority list every six (6) months.

Section 3. Loss of Seniority. An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

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- A. He/she resigns or quits;
 - B. He/she is discharged or terminated and not reinstated;
 - C. He/she retires;
 - D. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser;
 - E. Unexcused failure to return from a leave of absence of any kind on the specified date for return (including PAID TIME OFF);
 - F. Failure to return to work when recalled from layoff as set forth in the recall procedure.

Section 4. An employee may lose his/her status as an employee and his/her seniority for any of the following reasons as determined within the Employer's sole discretion. The below is not intended to be an exhaustive list of reasons for an employee's termination of employment.

- A. He/she is convicted of a felony or pleads guilty to a felony;
- B. He/she is absent two (2) times in a twelve (12) month period without notifying the Employer, unless extraordinary circumstances prevent such notification;

- C. Intentionally falsifies his/her employment application;
- D. Intentional falsification of an Employer-related document.
- E. He/she is on unpaid leave for any reason, other than a workers' compensation leave, for twelve (12) months or longer provided the Employer notifies the employee one (1) month in advance that failure to return will result in loss of status as an employee and seniority.

Section 5. An employee who is employed as a substitute employee immediately prior to becoming a bargaining unit employee shall, after being in the bargaining unit for one (1) year, be granted seniority for his/her hours worked as a substitute employee.

Section 6. An employee in the bargaining unit who is promoted outside the bargaining unit and is thereafter transferred or demoted back to the bargaining unit, shall not accumulate seniority while working outside the bargaining unit. The employee who is so transferred back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her promotion, provided he/she returns within one (1) year.

Section 7. Bargaining unit employees who leave the unit but remain employed in another capacity and then return to the unit shall be credited for all prior seniority up to five (5) years and may be placed on the wage scale up to the fifth (5th) annual step based on such seniority.

ARTICLE 8 - STEWARDS

Section 1. The Employer recognizes the right of the Union to designate a Steward and an Alternate for each county. The Alternate Steward may exercise the functions of the Steward only when the Steward is absent. One of the Stewards will be designated as the Chief Steward.

Section 2. The authority of the Steward and Alternate shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

Section 3. The Union agrees that the Steward and the Alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. The Steward, during his/her working hours, without loss of pay or time not to exceed one (1) hour per week, not to accumulate, may investigate and present grievances to the Employer. Additional time may be granted by the Employer. Any investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Steward leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The Supervisor may require the Steward to investigate and/or present grievances during other than working hours in the event that the Supervisor believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and/or present grievances.

Section 4. The Union will furnish the Employer, in writing, the names of its Chief Steward, Stewards and Alternates and whatever changes may occur from time-to-time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

ARTICLE 9 - SPECIAL MEETINGS

The Employer and the Union agree to meet and confer on matters of mutual concern.

ARTICLE 10 - BARGAINING COMMITTEE

Section 1. The Union Bargaining Committee will include not more than four (4) employees. In addition, thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2. Negotiations shall take place at mutually agreeable times. Up to four (4) employees who are negotiating at times which they are regularly scheduled to work shall be released from work. However, only up to three (3) such employees who are negotiating at times which they are regularly scheduled to work shall be paid for the period of time spent in negotiations. The fourth employee released shall be released without pay unless he/she has accrued Paid Time Off. In that case, the employee shall use same and be compensated accordingly.

ARTICLE 11 - UNION BULLETIN BOARD

The Employer will provide a bulletin board or space on a bulletin board at each work site for use by the Union for posting only notices as follows:

- A. Union recreational and social affairs;
- B. Union elections;
- C. Union appointments and results of Union elections;
- D. Union meetings;
- E. Bona fide Union-related information, such as: cooperatives, credit unions, pensions and annuities, unemployment compensation, workers' compensation, etc.

Notices shall not contain anything of a political or partisan nature nor contain anything derogatory. Notices shall be dated and may be removed by the Employer after being posted for thirty (30) days. The Employer has the right to remove any materials not conforming to the above.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violations. All grievances shall be commenced within ten (10) working days after the grievance has become known or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall not constitute a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so and the Employer shall arrange for release time from work.

Section 2. An employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within ten (10) working days under the terms and requirements as stated above, by submitting the written grievance to their immediate Supervisor. Within ten (10) working days after receiving the written grievance from the employee, the immediate Supervisor shall give his/her written response to the grievance to the grievant with a copy to the Steward. The ten (10) working days shall not include the day the grievance was received by the immediate Supervisor. The immediate Supervisor does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the immediate Supervisor shall not act as precedent. The Union's decision whether or not to pursue the grievance to the next step shall not act as a precedent.

Step 2. If the grievance is not resolved at Step 1, the employee may, within five (5) working days after receipt of the answer at Step 1, appeal to the Program Director.

This five (5) days shall not include the day the response was received by the grievant. Within five (5) working days after receiving the written appeal from the employee, the Program Director shall give his/her written response to the grievance to the grievant with a copy to the Steward. The five (5) working days shall not include the day the grievance was received by the Program Director. The Program Director may require the employee and his/her immediate Supervisor to meet with him/her to discuss the grievance. The Program Director does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the Program Director shall not act as precedent. The Union's decision whether or not to pursue the grievance to the next step shall not act as precedent.

Step 3. If the grievance is not resolved at Step 2, the employee may submit a written request for a conference to the Executive Director within five (5) working days after receipt of the answer in Step 2. The five (5) days shall not include the day the response was received by the grievant. The conference shall be held within ten (10) working days after receipt of the request. The persons who may be present are the grievant, the Steward, the Union Service Representative and/or the Union Attorney, the Executive Director and/or his/her designees, the employee's Supervisor, and Legal Counsel for the Employer. The parties may attempt to settle the grievance at the conference. The parties may mutually agree to hold the conference beyond the ten (10) days which must be confirmed in writing. The Executive Director shall provide his/her answer within five (5) days after the meeting.

Step 4. MBCMH Board of Directors. If not satisfied with the decision of the Executive Director, the employee may appeal to the MBCMH Board of Directors by sending written notice of appeal to the Executive Director, or his/her designated representative, within five (5) working days following receipt of the Executive Director's decision. The five (5) days shall not include the day the Executive Director's decision was received by the employee. The MBCMH Board of Directors shall hold a hearing within fifteen (15) working days after receipt of the appeal and shall render a written decision within five (5) working days of the hearing. The parties may mutually agree in writing to extend the time limits for holding the hearing. The employee may be represented by his/her Steward or the Union Service Representative or Union Attorney during the hearing and may present witnesses and evidence and may cross-examine any witnesses called by the Employer's representatives.

Section 3. The failure of either party to follow the time limits outlined herein shall result in the following:

- A. If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- B. In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably settled based on the Employer's last answer but shall not set a precedence for future grievances.

Section 4. The decision of the last step of the Grievance Procedure utilized shall be final and binding upon the Employer, the employee and the Union except for grievances of a suspension of ten (10) consecutive days or more or for a disciplinary discharge as provided in Section 5 below.

Section 5. The Union, on behalf of an employee who has been suspended for ten (10) consecutive days or more or discharged for disciplinary reasons shall have the option to appeal the Step 4 decision of the MBCMH Board of Directors if the MBCMH Board of Directors sustains a suspension of ten (10) days or more or discharge, to an arbitrator pursuant to the rules and procedures of the American Arbitration Association (AAA). The decision of the Union to seek arbitration must be made within ten (10) calendar days after the receipt of the MBCMH Board of Directors' answer by sending written notice to the Executive Director and to AAA requesting arbitration. Suspension of ten (10) consecutive days or more or disciplinary discharge are the only grievances which may be appealed to arbitration. The expenses of the Arbitrator shall be equally shared between the Union and the Employer. The decision of the Arbitrator shall be final and binding on the Employer, the Union and the employee involved provided, the Arbitrator shall make a judgment based upon the express terms of this Agreement and shall have no authority to add to, subtract from or to modify any of the terms of this Agreement.

Section 6. Working days are defined as Monday through Friday excluding holidays as defined in Article 25, Sections 1 and 2.

Section 7. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in

this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 8. If a grievance is denied in its entirety or upheld in its entirety by an arbitrator, the losing party shall pay the entire arbitrator's fee and \$1000.00 in attorney's fees to the winning party.

ARTICLE 13 - JOB VACANCIES

Section 1. Prior to permanently filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the five (5) working days posting period.

Section 2. The Employer shall select the person whom it believes is the best qualified for the position from either within or outside of the bargaining unit. If two (2) or more employees are equally qualified, the Employer will give more consideration to the person with the most seniority.

Section 3. The person selected, if not currently employed in the bargaining unit, shall be on probation the same as a new hire. If the person selected is currently in the bargaining unit and not on probation, they shall be on a trial period of ten (10) to sixty (60) days. Within that ten (10) to sixty (60) days, the employee may elect to bump back to their former position, or the Employer may require them to bump back to their former position. An employee electing to revert back to their former position shall provide at least ten (10) days prior notice to the Employer. If an employee is required by the Employer to return to their former position as provided above, it shall not be grievable.

Section 4. Employees who have made a lateral transfer in the last twelve (12) months may be excluded from consideration for another transfer.

Section 5. If an employee is denied a position and if the employee has more seniority than the employee selected, the employee may grieve but the grievance may not be processed beyond Step 3. The decision made at Step 3 shall be final and binding on all the parties.

ARTICLE 14 - LAYOFFS

Section 1. Layoffs shall occur in the following manner:

1. The Employer shall determine the number of employees to be reduced in each classification at each worksite and whether they shall be full-time and/or part-time. The Employer shall notify the Union when it intends to reduce the work force. The notice to the Union shall be by mail and shall be mailed at least seven (7) calendar days prior to the layoff.
2. Probationary employees in the classification at the work site scheduled for layoff shall be laid off first.
3. Voluntary layoffs may be accepted within the classification and worksite affected. Should there be more volunteers than needed, requests of employees will be granted based on seniority, provided there is no adverse impact as determined by the Employer, which decision shall not be grievable. An employee who elects a voluntary layoff shall have no bumping rights, and is subject to recall provisions of this policy.
4. Non-probationary employees in the classification at that work site affected shall be laid off in reverse order of seniority provided that the senior employees retained have the immediate necessary qualifications, skill and ability to perform the remaining work, as determined by the Employer. For purposes of this section, seniority shall be defined as continuous seniority within the affected classification. If two (2) or more employees have the same seniority within the affected classification, overall seniority shall be used as the tie-breaker.

Section 2. Employees shall be given a minimum of seven (7) calendar days' notice, or wages in lieu of notice, prior to layoff.

Section 3. An employee scheduled for layoff may choose to bump another employee by using the following method:

- A. An employee may bump into a lower classification at the same work site providing the employee doing the bumping has more seniority than the employee being bumped and has the immediate necessary qualifications, skill and ability to perform the remaining work, as

determined by the Employer. The employee to be bumped shall be the lowest seniority employee in the lower classification at that work site. A full-time employee may bump a part-time employee if there are no full-time positions to bump to as permitted in B below. Part-time employees may not bump full-time employees.

- B. A full-time employee may bump a lower seniority part-time employee in the same work site in the same classification if he/she has the immediate necessary qualifications, skill and ability to perform the remaining work as determined by the Employer.
- C. If an employee has no place to bump as stated under Section 3 A or B above, then the following may be used. An employee may bump the lowest seniority employee in the same classification, at a different work site, within the same county as the employee's current work site, provided the employee doing the bumping has more seniority than the employee being bumped and has the immediate necessary qualifications, skill and ability to perform the remaining work, as determined by the Employer. An employee may bump a part-time employee if there are no full-time positions to bump to under the qualifications noted above.

Section 4. If an employee is scheduled to be laid off and there are no employees who may be bumped using the provisions of Section 3, the lowest seniority employee in the same classification working in the other county may be bumped, providing the employee doing the bumping has more seniority than the employee being bumped and the immediate necessary qualifications, skill and ability to perform the remaining work, as determined by the Employer. A full-time employee may bump a part-time employee if there are no full-time positions to bump to under the qualifications noted above.

Part-time employees may not bump full-time employees.

Section 5. An employee must notify the Employer in writing if he/she intends to exercise his/her bumping rights before the end of the next working day after receipt of a layoff notice or notice of being bumped by a more senior employee. Failure to do so shall result in forfeiture of bumping rights.

Section 6. When the work force is increased, an employee will be recalled in order of seniority and the skill and ability to immediately perform the work. The Employer shall mail notice to the laid off employee at their last known address or provide notice by delivering same to the employee's last known address. The employee may provide the Employer with an alternative address, in which case, the Employer shall send a copy of that notice to that address. It is the responsibility of the employee to advise the Employer of his/her last known address. Employees must respond to notice of recall within five (5) calendar days. Failure to do so will result in forfeiture of recall rights. When an employee is on layoff he/she shall only be entitled to decline to be called back to a position category, i.e. full-time, regular part-time and temporary one (1) time. Any employee that refuses such call back from layoff shall forfeit any right to recall for that category.

Section 7. Notwithstanding any contrary provisions, unless otherwise approved by the Employer, not more than two (2) employees may bump into the same work site.

Section 8. Nothing contained in this contract shall preclude the Employer from using substitute employees, even in the event of layoff, except the limitations provided in Article 24, Section 6.

Section 9. The Employer may require employees to work a different shift schedule in order to provide necessary coverage following a layoff. Shift coverage shall be offered by seniority under such circumstances.

Section 10. Employees who are recalled to a temporary position in the same classification they had prior to layoff shall be paid at the rate they were at prior to layoff, but without any fringe benefits and they shall not be covered by the terms of this contract.

ARTICLE 15 - DISCHARGE AND DISCIPLINE

Section 1. The Employer agrees, upon the discharge or suspension or written reprimand of a non-probationary employee, to notify in writing the employee and his/her Steward of the discharge or suspension or written reprimand. The written notice shall contain the reasons for the discharge or suspension or written reprimand. Should the discharged or suspended or reprimanded employee consider the discharge or suspension or reprimand to be improper, it shall be submitted to the grievance procedure.

Section 2. For all non-probationary employees, discipline shall be for just cause.

Section 3. A written or verbal reprimand shall not be used by the Employer in subsequent disciplinary matters if it is more than two (2) years since that action was taken.

The above two (2) year limitation does not apply to disciplinary action which is more severe (suspension or stronger disciplinary action).

Section 4. All written reprimands shall be expunged from the employee's personnel file after two (2) years from date of discipline if no other discipline was imposed during that two (2) year period.

ARTICLE 16 - EMPLOYEE EVALUATIONS

Section 1. Each employee will be evaluated by his/her immediate supervisor on his/her job performance at the completion of his/her probationary period, and at their first anniversary and once per year thereafter or more often if the Employer deems it necessary.

Section 2. Content. An employee evaluation will assess the degree to which the employee is performing their tasks and the degree to which he or she possesses the skills, knowledge and attitudes of their position.

Section 3. Results. Evaluations shall be made in writing by the immediate supervisor, with one (1) copy given to the employee and one (1) copy placed in his/her personnel file and one (1) copy retained by the supervisor. The supervisor will discuss the evaluation with the employee. Within ten (10) working days after receipt of the evaluation, an employee may write a response to his/her evaluation which will also be placed in the personnel file.

Section 4. Evaluations shall not be considered discipline. However, disciplinary action may occur as a result of not correcting problems noted in the evaluation. Either party may refer to the evaluation in disciplinary proceedings to support its position.

ARTICLE 17 - EMPLOYER RIGHTS

Section 1. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America. The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

Section 2. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, to establish and change work schedules, determine layoffs, make or amend rules and regulations, hire, promote, demote, suspend, discipline and discharge, transfer, require and schedule overtime, to establish the methods and processes by which work is performed, to determine the nature and number of facilities to be operated and their location, to discontinue, combine, or reorganize any part or all of its operations, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 18 - NO STRIKE/NO LOCKOUT

Section 1. No Strike. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

Section 2. No Lockout. The Employer agrees it will not lockout employees.

ARTICLE 19 - NEW CLASSIFICATIONS

The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within five (5) days after receipt of notice from the Employer. The Employer or its designated representatives shall meet and discuss the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach an agreement, the Employer may implement its last best offer after mediation by the Michigan Employment Relations Commission mediator.

ARTICLE 20 - SUPPLEMENTARY EMPLOYMENT

Section 1. No employee shall hold a full-time job or its equivalent in addition to his/her regular full-time position with the Employer.

Section 2. Part-time supplementary employment is permitted under the following conditions:

- A. That the additional employment must in no way conflict with the employee's hours with the Employer, or in quantity or interest conflict in any way with the satisfactory and impartial performance of his/her duties.
- B. That he/she shall provide reasonable prior written notice to the Executive Director or his/her designee before engaging in any supplemental employment.
- C. That he/she keep the Executive Director or his/her designee informed of changes in his/her supplemental employment.
- D. Approval for supplementary employment may be withdrawn by the Executive Director upon two (2) weeks' notice if the employee violates the requirements noted above.

Notwithstanding the above, nothing shall preclude the Employer from taking any appropriate action in the event of a violation of this Article by an employee.

ARTICLE 21 - RESIGNATION NOTICE

Section 1. Resignation. Resignation shall be in writing.

Section 2. Period of Notice - Resignation. Employees shall give as much notice of intended resignation as possible in order to facilitate recruitment and orientation of new staff members. A minimum of two (2) weeks notice shall be required of all employees. Failure to provide at least two (2) weeks notice shall result in a loss of accrued Paid Time Off payout unless the Employer waives the two (2) week notice.

ARTICLE 22 - MEDICAL DISPUTE

The Employer reserves the right to require an employee, at the Employer's expense if not covered by insurance, to take a medical examination (1) if it appears that the employee is having difficulty in performing his/her duties, or (2) on return from a leave of absence. The medical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing, at the employee's expense if not covered by the employee's insurance. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of the medical examination, the Employer will take appropriate action.

ARTICLE 23 - PAY AND BENEFIT STATUS

Section 1. Active Pay Status. Defined as employee receiving salary/ wages for work performed. Entitled to benefits stated under the definition under which they are employed.

Section 2. Inactive Pay Status. Defined as employee not receiving salary/wages as no work is performed. No pension will be earned. No Paid Time Off or other fringe benefits will be earned, accrued or continued (PAID TIME OFF already earned shall be frozen) except that employees shall be entitled to only health insurance benefits for up to twelve (12) weeks per FMLA.

Section 3. Employees on an unpaid leave of absence shall only receive Employer paid health insurance for thirty (30) days and no other fringe benefits shall continue or accrue.

Section 4. Notwithstanding any contrary provisions, benefits shall not exceed State current matchable percent for employee fringe benefits. If the Employer believes benefits exceed the State current matchable percent it shall notify the Union and offer to negotiate a change. If the Union and the Employer are unable to agree on a change within thirty (30) days, the Employer may institute changes in a manner as applied to non-bargaining unit employees.

ARTICLE 24 - GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES; WORK ASSIGNMENTS; VOLUNTEERS; SUBSTITUTES

Section 1. Grant Funded Positions. The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government grants or any of its agencies to perform bargaining unit work, such as internships, Green Thumb persons, co-op students, JTPA persons, and work study students, etc. Such persons shall not be covered by this contract unless specifically required by the funding source.

The Employer will not use such persons if it causes a current bargaining unit employee to be laid off or causes a reduction in hours of a current bargaining unit employee. However, the above limitation does not restrict the Employer from using such persons if bargaining unit employees have already been laid off and/or have already had their hours reduced.

Section 2. Temporary Employees. The Employer reserves the right to hire persons as temporary employees not to exceed six (6) months in a twelve (12) month period, to perform bargaining unit work. Further, temporary employees may work more than six (6) months in a twelve (12) month period if those temporary employees are replacing bargaining unit employees who are on an approved leave of absence. Temporary employees shall not be covered by the terms this contract. The Employer shall not use temporary persons when an employee is on layoff in the same classification without first offering the temporary position to the laid off employee who must respond to the Employer's offer within twenty-four (24) hours. Failure to respond within twenty-four (24) hours terminates that laid off employee's right to the temporary position. The Employer shall mail notice to the laid off employee at their last known address or provide notice by delivering same to the employee's last known address or delivering same in person. The employee may provide the Employer with an alternate address, in which case, the Employer shall send a copy of the notice to that address. The Employer's obligation to offer the position is limited to the length of the employee's seniority or two (2) years, whichever is less.

Section 3. Working Out of Classification/Temporary Transfers. The Employer may require an employee to temporarily work in any position or classification or to perform any duties to which they are qualified. This includes, but is not limited to, filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absences due to leaves of absences, or for any other reasons. An employee assigned to and working in a higher paying classification for one (1) complete shift shall be paid for that time at the higher classification rate which is closest to their current rate, but which results in an increase in pay. An employee assigned to and working in a higher classification for part of a shift shall be paid at the higher rate as stated above if it is back-to-back to a complete shift.

The parties recognize that some job classifications overlap in duties and that some employees working in a lower classification may be performing some work of a higher classification. Those employees are not entitled to be paid at the higher rated classification. If an employee is temporarily assigned to work in a lower classification, the employee will suffer no reduction in pay. "Temporary" for the purposes of this section is defined as sixty (60) days per year per employee, excepting, however, the sixty (60) day limit does not apply when an employee is filling in for an employee on an approved leave of absence such as, but not limited to, Paid Time Off, disability leave, or other approved leave.

An employee temporarily assigned to another work location which requires the employee to travel further than he/she would otherwise be required to go to their normal work station, shall be paid mileage for the shortest of either the distance to the temporary work location from the employee's home or from the employee's regularly scheduled work location to the temporary work station location. Nothing shall preclude the Employer from reassigning employees to different work locations on a permanent basis after complying

with the contract posting requirements, if any, and under those circumstances no mileage is required to be paid.

Section 4. Supervisors Performing Bargaining Unit Work. Supervisors may perform bargaining unit work at any time.

Section 5. Volunteers. The Employer reserves the right to use volunteers to perform bargaining unit work. They shall not be covered under this Agreement. The Employer will not use such persons if it causes a current bargaining unit employee to be laid off or causes a reduction in hours of a current bargaining unit employee. Such persons may be used at any time as long as their use does not cause an employee to be laid off or to have their hours reduced.

Section 6. Substitutes. The Employer reserves the right to use substitutes to perform bargaining unit work. They shall not be covered under this Agreement. The Employer will not use such persons if it causes a current bargaining unit employee to be laid off or causes a reduction in hours of a current bargaining unit employee. Such persons may be used at any time as long as their use does not cause an employee to be laid off or to have their hours reduced.

ARTICLE 25 - HOLIDAYS

Section 1. The following days shall be holidays for all eligible employees:

- | | |
|---------------------|------------------------------|
| 1. New Year's Day | 7. Veterans Day |
| 2. President's Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Friday after Thanksgiving |
| 4. Memorial Day | 10. Christmas Eve Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. New Year's Eve Day |

Section 2. The following shall apply to all eligible employees:

- A. If the holiday falls on a Saturday, then the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, then the following Monday shall be observed as the holiday. In all other instances refer to the agency annual calendar.
- B. All eligible employees shall receive eight (8) hours pay for each holiday. Eligible part-time employees shall receive a pro-rated amount.
- C. Eligible employees who work on a holiday shall be compensated at one and one-half (1-1/2) their regular hourly rate in addition to the holiday pay noted in B above.

Section 3. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- A. An employee who is scheduled to work on a holiday but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- B. The employee must not be on a leave of absence, layoff or disciplinary suspension Paid Time Off does not count as a leave of absence for purposes of this Section.

- C. An employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the Holiday.

Section 4. Supervisors may require employees to work on paid holidays.

ARTICLE 26 – EMERGENCY CONDITIONS

See attached Exhibit A, MBCMH Emergency Conditions procedure. This procedure may change from time to time.

ARTICLE 27 – BEREAVEMENT

When death occurs in the employee's immediate family (spouse, children, parents or foster parents, brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren), the employee may be granted up to three (3) working days paid bereavement leave.

ARTICLE 28 - JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided there is at least three-fourths (3/4) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE 29 - MILITARY LEAVE

Section 1. Non-probationary employees with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who are called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government base paid wage received for this service during this period. If such Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

Section 2. The Employer shall comply with mandated Federal and State law pertaining to military leave for active duty.

ARTICLE 30- UNPAID LEAVE OF ABSENCE

Section 1. An employee in the bargaining unit may be allowed a leave of absence up to ten (10) work days without pay and without loss of his/her employment status within the sole discretion and upon approval of his/her Supervisor; and up to a maximum one hundred and eighty days (180) per year if approved by the Executive Director within his/her sole discretion. In the event that the unpaid leave request follows or precedes a FMLA leave the total maximum inclusive of FMLA leave shall be one hundred and eighty days (180). Such decisions shall not be grievable.

Section 2. An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the leave or sooner if approved by his/her Supervisor.

Section 3. An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time include, but are not limited to, Paid Time Off, health insurance, and holidays. Employees wishing to continue health insurances during an unpaid leave may do so by paying the premiums to the Employer. An exception to the above is that health insurances shall continue for the first thirty (30) days of any unpaid leave.

Section 4. Unpaid leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

ARTICLE 31 - LOST TIME FOR UNAUTHORIZED LEAVES

When an employee takes time off that is not earned Paid Time Off or other authorized leave, his/her earned annual PAID TIME OFF credit shall be charged for this time and the employee may be disciplined. If no PAID TIME OFF credit exists, the time off shall be considered lost time and the employee may be disciplined.

ARTICLE 32 - HEALTH BENEFIT PLAN

This Article is subject to the terms and conditions contained in Article 44 and shall be modified accordingly.

Section 1. Newly hired employees are not eligible for health insurance for the first thirty (30) days of active pay status.

Section 2. If a health insurance premium co-payment is implemented for non-Union employees, the Employer shall have the right to require eligible bargaining unit employees to pay ten percent (10%) the health care premium cost via payroll deduction. The Employer reserves the right to require eligible bargaining unit employees to pay any taxes or fees related to the federal Affordable Care Act, if any, equivalent to the amounts determined for non-Union staff and not contrary to any enacted legislation. The Employer reserves the right to change the level and benefit coverage.

Section 3. Board approved Retiree health benefits are available to those employees who have reached the age of 58 and have had 10+ years of full-time service. Staff are eligible for enrollment and sustaining of their Retirement Health Benefits (RHB) per policy (HR 09.08.03b). The Board retains the right to review RHB program and adjust or discontinue as they deem appropriate for financial/operational reasons.

ARTICLE 33 - GROUP TERM LIFE

This Article is subject to the terms and conditions contained in Article 44 and shall be modified accordingly.

The Employer provides the following group term life insurance to eligible employees: Death benefit of one and one-half (1-1/2) times annual base earnings; this excludes overtime and other compensation. This is based upon the employee's hourly rate at the time of death multiplied by 2080 (if a full-time employee). This shall include a dismemberment provision and double benefits in the event of accidental death. This benefit is effective the first of the month following ninety (90) days of active employment.

ARTICLE 34 - SICKNESS AND ACCIDENT INCOME INSURANCE

This Article is subject to the terms and conditions contained in Article 44 and shall be modified accordingly.

Section 1. Short-Term Disability. The Employer provides the following to eligible employees: weekly indemnity benefits on the eighth (8th) day. Accident/sickness including pregnancy and complications thereof; non-occupational only. Weekly benefit is sixty percent (60%) of weekly earnings (excluding overtime) to a maximum benefit of \$800 per week for twenty-six (26) weeks.

Section 2. Long-Term Disability. The Employer provides the following to eligible employees: weekly indemnity benefits start at expiration of short-term benefits at sixty percent (60%) of earning to maximum benefit of \$10,000/month and last until age sixty-five (65) for accident or illness; non-occupational only.

Section 3. All regular full-time and part-time regular employees are covered for the above.

Section 4. The above benefits become effective the first of the month following ninety (90) days of active employment.

ARTICLE 35 - PENSION

This Article is subject to the terms and conditions contained in Article 44 and shall be modified accordingly.

Section 1. The Employer shall provide a pension plan. The Employer shall contribute seven percent (7%) of an eligible employee's regular gross compensation for hours worked to the plan, excluding overtime and any other payments or other compensation such as money paid in lieu of health maintenance coverage.

Section 2. Eligible employees shall be eligible for the pension plan after six (6) months of employment. Employees shall be vested as follows:

<u>Years of Service</u>	<u>Percentage Vested</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

Section 3. The Employer reserves the right to change pension providers.

Section 4. One (1) employee in the bargaining unit shall be designated by the bargaining unit as a member of the Pension Committee.

ARTICLE 36 - DEFERRED COMPENSATION

The Employer shall continue to offer a Deferred Compensation plan. The parties shall adhere to all of the terms and conditions of the plan. The Employer is not obligated to contribute to the plan on the employee's behalf.

ARTICLE 37 - WORKERS' COMPENSATION

Section 1. The Employer shall abide by all applicable laws on workers' compensation.

Section 2. If an employee is injured and the injury is covered by workers' compensation, the employee may use available PAID TIME OFF or receive payment from workers' compensation but cannot use both. This Section shall be void if it conflicts with State or Federal law.

Section 3. An employee on leave covered by workers' compensation shall continue to receive health insurance pursuant to FMLA.

ARTICLE 38 - OVERTIME AND SHIFT DIFFERENTIAL

Section 1. Overtime. Overtime at the rate of time and one-half (1-1/2) shall be paid to employees for hours worked over forty (40) in a seven (7) consecutive day work period. Leave time of any kind shall not be computed towards overtime, such as, but not limited to, Paid Time Off and holidays. The employee must have the permission of the Executive Director or his/her designee to work overtime.

Section 2. Shift Differential. Employees shall receive a fifty cent (.50¢) per hour shift differential for all hours worked as follows: after 6:00 p.m. through 7:00 a.m. Monday through Friday; and after Friday 6:00 p.m. through Monday 7:00 a.m.

ARTICLE 39 – BREAKS

Employees may be allowed one meal break per full shift if consumer needs permit. Employees may be allowed to take one work break in the first half of the full shift and one work break in the second half of the full shift if Consumer needs permit. When meal breaks and work breaks are taken, they shall be with pay. However, under no circumstances shall breaks occur if it would result in not fulfilling a consumer need. Breaks do not accumulate if not taken and shall not be paid if not taken. A maximum of twenty (20) minutes shall be allowed for a meal break. A maximum of fifteen (15) minutes shall be allowed for a work break.

ARTICLE 40 - TRANSPORTATION AND OTHER EXPENSES AND SHOE ALLOWANCE

Section 1. Authorized Travel. Reimbursement for use of a personal car by employee on authorized Employer business shall be at the rate established by the Employer for all employees. The employee, upon request, may be reimbursed at the IRS rate if it is lower. The employee must make his/her request before December 15 to take effect the next January.

Section 2. Other Expenses. Expenses in addition to mileage shall be allowed to personnel attending meetings or outings with consumers when such attendance and payments of expenses are approved by the Executive Director or his/her designee. Guidelines for such expenses are outlined in the Employer's procedures, which may be changed by the Employer from time to time. Receipts must be submitted with the expense voucher for the following items:

- A. Lodging (hotel bill);
- B. Meals;

C. Auto storage;

D. Meal expense shall not exceed the approved allowance for meals established in the policies and procedures manual.

Section 3. Shoe Allowance. The Employer will reimburse employees, upon presentation of a receipt, for up to One Hundred (\$100.00) Dollars per calendar year for safety shoes when the Employer requires employees to wear such shoes.

Section 4. Use of Personal Vehicles. Employees shall not be required to transport Consumers in their personal vehicles.

Section 5. If the Employer requires employee(s) to wear a uniform, the Employer will either provide a uniform or pay Fifty (\$50.00) Dollars per year.

Section 6. After execution of this agreement in 2011, an employee whose position is relocated to another county by the Employer will be compensated for the additional mileage for one (1) month applied retroactively to October 1, 2009, which is from the employee's home to the new work location. Such payment is subject to required tax withholdings.

ARTICLE 41– COMPENSATION

C.S.T.

Effective April 1, 2019-until April 30, 2020:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
14.12	14.65	15.16	15.68	16.20	16.75	17.24	17.76	18.28	18.81

2% additional increase.

An additional one time 2% increase to the identified 8 employees at Step 10. The 2% will be applied effective July 1, 2019 to the employee's base wage.

Effective and upon ratification, employees shall be placed at the next higher pay rate of the new step scale.

An employee's step increases shall be subject to a positive evaluation. Employees can grieve a decision not to provide a step increase up to arbitration. Such grievances would follow the existing grievance procedure in the contract but shall not be subject to arbitration. Employees will receive any across the board raises or bonuses that non-Union staff receive during the term of this contract.

Any wage increases or bonuses mandated by the State of Michigan after ratification of this agreement shall be applied to bargaining unit employees in accordance with legislative guidelines.

A. The Employer reserves the right to hire new employees into the bargaining unit as follows:

1. Current position not with the Employer - at an hourly rate of up to Step 5. The employee may be hired on a step higher than Step 5 by mutual agreement.

2. Current position with the Employer & outside of the bargaining unit – at an hourly rate on the wage scale that does not result in a decrease in pay from their prior position. If there are no steps on the wage scale that would not result in a decrease in pay, the Employer may hire the employee at the hourly rate at the top step of the wage scale.
 3. Previously worked in the bargaining unit – at an hourly rate up to the step s/he was paid when s/he left the bargaining unit.
- B. Recalled employees who have not lost their seniority shall be paid at the same step they were on when they were laid-off.
- C. Employees who are promoted will go to the step which results in a raise.

ARTICLE 42 - GENERAL

Section 1. Past Practices. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

Section 2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

Section 3. Savings Clause. If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Section 4. Headings. The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.

Section 5. Gender Clause. Whenever the masculine is used in the Agreement, it shall also mean the feminine, and vice versa.

ARTICLE 43 - SUBCONTRACTING

Notwithstanding any other contrary provision in this contract, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide sixty (60) calendar days notice to the Union if an employee is to be laid off. Upon request, the Employer or its designated representatives shall meet with the Union officials to discuss the proposed subcontracting within the above sixty (60) day period. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion.

ARTICLE 44 - FRINGE BENEFITS

Notwithstanding any contrary provision in this contract, employees in the bargaining unit shall have the same sick and accident insurance plan, same disability plan, same pension plan, same reimbursement plan for not taking health insurance plan, same term life insurance plan, and the same health insurance plan, years of service, and same paid time off plan that non-Union employees receive and under the same terms and conditions as non-union employees. (The only exception is stated in Article 32, Section 2.) Two bargaining unit members selected by the unit shall sit on a Staff Representatives Committee. The Staff Representatives Committee shall have ten (10) or less members. Prior to making any changes to health insurance or the other insurance benefits noted above, the employees shall receive thirty (30) days prior written notice and the Employer shall meet to explain the changes with the Union's Chief Steward.

ARTICLE 45 - FAMILY AND MEDICAL LEAVE

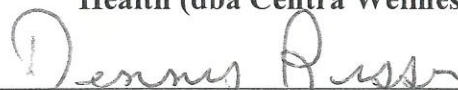
The parties agree that any leave taken under the provisions of this agreement may be applied to any leave an employee is entitled to under the Family and Medical Leave Act. The parties also agree that each has the right to exercise its rights under the Family and Medical Leave Act. The Employer currently utilizes a "rolling year" for FMLA purposes.

ARTICLE 46- DURATION


Section 1. This Agreement shall be effective April 30, 2019 and continue in full force and effect through April 30, 2022 inclusive with yearly wage re-opener.

Section 2. To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

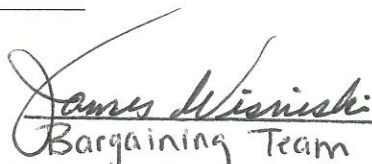
FOR Manistee-Benzie Community Mental Health (dba Centra Wellness Network):


Board Chairperson

5-15-19
Date



Executive Director

5-9-19
Date



Bargaining Team

6-24-19
Date

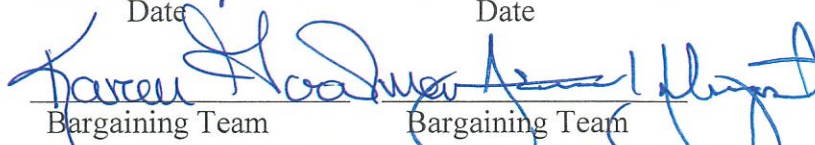
FOR Office & Professional Employees International Union, Local 459, AFL-CIO:


Service Representative

6-27-19
Date


Bargaining Team

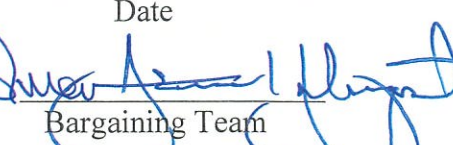
5/9/2019
Date


Bargaining Team

5/9/19
Date


Bargaining Team

5/9/19
Date


Bargaining Team

5/16/19
Date