

**ORIGINAL**

**AGREEMENT**

**BETWEEN**

**NORTHEAST MICHIGAN COMMUNITY MENTAL  
HEALTH AUTHORITY**

**AND**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 459**

**PROFESSIONAL EMPLOYEES**

**SEPTEMBER 30, 2019 – SEPTEMBER 30, 2023**

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**I. AGREEMENT**

This Agreement is entered into this 14<sup>th</sup> day of June, 2019 and is effective September 30, 2019, by and between Northeast Michigan Community Mental Health Authority (hereinafter referred to as the Employer and Office & Professional Employees International Union, AFL-CIO AND CLC, Local 459 (hereinafter referred to as the Union).

**II. DURATION**

This Agreement shall continue in full force and effect through September 30, 2023 inclusive. Either party may open negotiations on the economic sections of this agreement by giving written notice to the other party of its desire to negotiate same at least sixty (60) days prior to April 30, 2020, April 30, 2021, and/or April 30, 2022.

**III. DEFINITIONS**

Except where the context clearly indicates to the contrary, the following terms are defined:

Classification is a generic job title, such as that used in the recognition clause.

Position is a job within a classification which is covered by a discrete job description. There may be more than one employee in the same position.

Worksite is the base of operations for a job.

Job is the position held by one employee.

Division is either the Mental Illness Services Division or the Developmental Disabilities Services Division.

**IV. RECOGNITION**

For the purpose of collective bargaining in respect to wages, rates of pay, hours of employment and other conditions of employment, the Employer hereby recognizes the Union as the exclusive collective bargaining representative for all full-time and regularly scheduled part-time professional employees, including case managers, child therapists, counselors, in-take workers, nurses (working as such), mental health clinicians, outpatient therapists, psychologists,

Excluding confidential employees: (Accounting Staff, Human Resources staff, administrative secretary and administrative secretary/aide), supervisors, substitutes and casual employees, clerks and clerk-typists and all other employees. Also excluding employees of Blue Horizons.

V. **PROBATIONARY PERIOD**

- A. Newly hired employees shall be considered on probation for the first one hundred eighty (180) calendar days of employment. Probationary employees shall receive all rates and benefits defined in the Agreement and shall be covered under all terms of this Agreement, except that a probationary employee may be discharged without cause and without recourse to the grievance procedure.
- B. The Employer may extend the probationary period for an additional ninety (90) calendar days by giving prior written notice to the employee and the Union.
- C. Employees shall not be allowed to use paid leave time for vacation during the probationary period.

VI. **MANAGEMENT RIGHTS**

The parties recognize the exclusive right of management to manage the affairs of the Employer and to control and direct the workforce of the Employer except as specifically restricted by the provisions of this agreement. By way of illustration, and not by way of limitation, management's exclusive rights shall include:

The right to determine and re-determine the number, type and classification of employees required to perform any particular function and to add employees, terminate employees, lay off employees or change the hours of employees in keeping with such determination;

The right to determine and re-determine the number, types and locations of services to be performed by the Employer and to set standards for the performance of such services;

The right to establish qualifications for positions and to judge the performance of employees;

The right to assign employees to work within their classification and between classifications, on a full-time basis or on a temporary basis;

The right to establish rules and regulations governing the conduct of employees and to enforce their observance provided that no rule shall violate state or federal law.

The right to determine and re-determine the place, manner, and methods and time a particular job or duty will be performed, and what equipment will be used in performing it;

The right to set hours of work and to require work outside the regularly scheduled hours;

Provided in the exercise of these rights the agency shall not violate any of the provisions of the Agreement.

## VII.

### DEFINITION OF EMPLOYEES

#### A. Full-time Regular Employees

An employee regularly scheduled to work forty (40) hours per week shall be considered a full-time employee.

#### B. Regular Part-time Employees

An employee regularly scheduled to work less than forty (40) hours per week but more than fifteen (15) shall be considered a regular part-time employee.

Part-time employees may be assigned to work additional hours beyond their regularly scheduled hours, provided that they may not be required to work forty (40) hours or more per week for longer than six (6) consecutive weeks. Part-time employees may volunteer to work forty (40) hours or more per week without this restriction.

When a part-time employee is assigned to work forty (40) hours or more per week for a period of six (6) consecutive months or more to fill an existing full-time job, the job will be posted. This paragraph shall not be construed to require the employer to increase the number of full-time employees.

#### C. Casual Employees

An employee not regularly scheduled to work fifteen (15) or more hours per week shall be considered a casual employee. Casual employees shall not be covered by this Agreement.

#### D. Temporary Employees

A temporary employee is one whose terms of employment shall not exceed six (6) consecutive months in the same position. However, an employee may be hired as a temporary employee for more than six (6) months if he is replacing a Union employee who is on an approved leave of absence exceeding six (6) months. A temporary employee is compensated by wages only and may work full-time or part-time. Temporary employees shall not be covered by this Agreement.

Any temporary employee who works in excess of six (6) months shall automatically be considered a regular (full-time or part-time) employee, unless such temporary employee is replacing a regular employee who is on an approved leave of absence.

#### E. 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 state, federal or local government grants or any of its agencies to perform bargaining unit work, such as internships, co-op students, On-The-Job Training Programs and work study students, etc.

Such persons shall not be considered employees and shall not be covered by this contract unless specifically required by the funding source and agreed to by the parties. At the option of the Employer, such positions may be filled by regular employees, and this section will not apply.

Any person who occupies a grant funded position which lasts more than one (1) year shall become a regular employee after the expiration of the one-(1-)year grant period with seniority dating back to the original hire date.

F. Volunteers and Interns

The Employer reserves the right to use volunteers and interns to perform bargaining unit work. They shall not be considered employees or covered under this Agreement. 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 below the regularly scheduled hours.

G. Supervisors Performing Bargaining Unit Work

The Employer may continue the practices of having supervisors perform bargaining unit work.

H. Outside Work - Contracting With Employees

In the event the Agency decides that work is necessary beyond the capacity of existing staff to handle, such that outside contracting is required, the Agency may contract with members of the bargaining unit to perform such services outside of normal working hours, at such fee as shall be agreeable to the employee and the director. This provision shall not be interpreted to require that the Agency pursue such contract in any instance, nor shall an employee be required to accept such offer.

Prior to contracting with any member of the bargaining unit the Employer shall notify each employee in the affected position that such work is available.

**VIII. UNION SECURITY**

A. The Employer agrees that all employees covered under this Agreement shall, upon completion of the probationary period, and as a condition of employment, become and remain members of the Union in good standing, except as provided in Section D and G.

B. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, upon completion of the probationary period, and as a condition of employment become members and remain members of the Union in good standing, except as provided in section D and G.

C. The Union shall hold the Employer harmless and free from any liability for any execution of this Article at the direction of the Union.



- D. An employee who shall tender a Service Fee shall be deemed to meet the conditions of this Section and shall not be required to become a member of the Union. Service fees shall conform with state and federal law.
- E. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than ninety (90) days in arrears in payment of dues or service fees.
- F. Pursuant to this Section of the Collective Bargaining Agreement, it is the Union's responsibility to notify the Employer when an employee is delinquent in her/his payment of dues or service fee. To the extent that the Union wishes the employee to be terminated in accordance with this Section of the Agreement, the Union shall provide, in writing, to the Employer and employee the following: The Union shall notify an employee who has not paid her/his dues or service fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or service fee within thirty (30) days after that notice is received, the Union shall then notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of that notification by the Union, the Employer shall terminate that employee.

An employee terminated for failure to pay Union dues or Service Fees shall not have access to the grievance procedure.

- G. As a result of Michigan Public Act 349, the provisions of the foregoing paragraphs requiring membership in good standing as a condition of employment shall not be applicable except with regard to any work, or in any other circumstance, in which the provisions of Michigan Public Act 349 would not apply or be controlling. The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 349 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the foregoing paragraphs affected by such legislation or order shall become a binding provision in this Agreement immediately on the effective date of such legislation or order. Inquiries regarding PA 349 will be directed to Union Service Representative.

## **IX. PAYROLL DEDUCTION FOR UNION DUES**

- A. The Employer agrees to deduct from the wages of all employees covered by this Agreement, initiation fees, service fees, and dues for the Union. The Employer shall have each new employee sign the Authorization for Check-Off of Dues or Service Fee form on the date of hire.
- B. Commencing the first full month following completion of the probationary period, an initiation fee shall be deducted from the first pay period of the month and dues or service fee shall be deducted from the second paycheck of the month. Only one (1) check per month shall be issued to the Union.
- C. The Union shall, thirty (30) days in advance of the start of the year, give written notification to the Employer of the amount of initiation fees, dues and service

fees. The amount of these shall not be subject to change during the calendar year except where the Union notifies the Employer in writing with thirty (30) days notice of the change in the amount of the deduction.

- D. All initiation fees, service fees and dues so deducted from the wages of the employees covered by this Agreement shall be sent to the Union's Secretary-Treasurer. Dues shall be remitted monthly under procedures established by the Employer.
- E. The Union shall refund to the employees dues erroneously deducted by the Employer and paid to the Union.
- F. The Union shall hold the Employer harmless for any and all claims that may be asserted against the Employer as a result of any deductions made pursuant to this Article.

**X. UNION REPRESENTATION**

- A. The Employer agrees to recognize two (2) Stewards and one (1) alternate Steward to represent bargaining unit employees in the investigation and processing of grievances and in other capacities, along with the Union Service Representative where Union representation is called for in the administration of the Collective Bargaining Agreement.

- B. Release Time

Stewards shall be allowed to leave their work areas in order to investigate and process grievances only where such investigation cannot be performed outside of working hours and only with the prior permission of their supervisor.

- C. Three (3) employees designated by the Union as the negotiating team shall be recognized by the Employer for the purpose of negotiating any modifications to this Agreement. The negotiating team shall be compensated for time lost in negotiations with management, not including preparation for negotiations. Employees are expected to work their normal schedule prior to the commencement of negotiations and after their conclusion.

**XI. HOURS OF WORK**

- A. The pay period shall be two (2) weeks commencing with the beginning of the first shift which ends on Sunday.
- B. If the employee's first (or last) field assignment for the day is closer to the employee's home than the official work station, the employee's work day shall commence (or end) when the employee arrives at or leaves the field assignment, unless otherwise required by management.

**XII. NON-DISCRIMINATION**

- A. The Employer and the Union shall not discriminate on the basis of race, religion, color, age, sex, marital status, height, weight, national origin, or handicaps which

are not related to job performance, except where permitted by law or required by regulation of the Department of Community Health. In addition, the Employer and the Union shall not discriminate on the basis of sexual orientation which is not related to job performance, except where required by regulation of the Department of Community Health.

- B. The Employer agrees not to discriminate against an employee because of activity as a Union Member.
- C. The Union agrees not to discriminate against an employee because of political beliefs.

### **XIII. JOB DESCRIPTIONS**

- A. The employer shall provide written job descriptions for each position within each division.
- B. The job description shall include a list of the minimum qualifications for that position within that division and shall include a general outline of the duties of that position. Job descriptions shall not be construed to prohibit or limit the work assigned to an employee.
- C. A copy of the appropriate job description shall be given to each employee and the Union.
- D. The Employer may change job descriptions when required at the discretion of the Employer. Affected employees and the Union shall be given copies of the changes.
- E. Any employee who feels her/his job description is inaccurate may submit their concerns to their steward and the Human Resources Manager, who shall make a recommendation to the Director. The recommendation shall be advisory only.
- F. If an employee believes that his or her position has been modified by increased requirements to the extent it warrants reclassification to a higher paid classification, the employee shall present a written request for such reclassification with full justification, to his/her supervisor. If the supervisor believes such request to be meritorious, the supervisor shall meet with the Chief Operations Officer or designee and the employee to discuss reclassification and additional compensation. Such requests shall be made no more than once annually by June 1 of any contract year, and any increase shall be effective the pay period which includes October 1 of the year in which the request was made. Denials by the Employer are not able to be grieved.

### **XIV. DISCIPLINE AND DISCHARGE**

- A. The Employer subscribes to the policy of corrective discipline. All disciplinary actions shall be with just cause, and penalties shall be progressive where appropriate in light of the nature and seriousness of the offense.

- B. A Union steward shall be made available at the employee's request, in a disciplinary meeting or a meeting which is likely to lead to disciplinary action being taken against the employee.
- C. For informational purposes, copies of disciplinary actions shall be sent to the Union within two (2) working days of the action taken.
- D. No verbal or written warnings shall be considered in future discipline after a period of two (2) years without disciplinary action. No suspension shall be considered in future discipline after three (3) years without disciplinary action. These limitations shall not apply to discipline for Class 1 and Class 2 client abuse, Class 1 and Class 2 neglect or breaches of client confidentiality, which shall remain a part of the employee's permanent record.
- E. Records of disciplinary actions shall, at the employee's request, be removed from an employee's personnel file after it may no longer be used under Section D.
- F. The Agency shall be a substance-free workplace. An employee who uses substances during working hours, or who is under the influence of substances while on duty shall be subject to discipline up to and including discharge without requiring progressive discipline.
- G. Corrective action can be used as the first step of disciplinary action. Corrective action might include instructional memorandum, documented counseling, training and/or verbal instruction. Corrective actions will not be placed in the employee's personnel file and are not subject to the grievance procedure unless the corrective action is used to support future disciplines. Corrective actions may be used to support future discipline if the subsequent discipline is issued within six (6) months of the corrective action. If a corrective action is used to support future disciplines, the corrective action is subject to the grievance procedure subject to the same timelines as the subsequent discipline.

**XV. GRIEVANCE PROCEDURE**

- A. Whenever an employee or the Union believes that an action by the Employer violates this Agreement, they shall first discuss the matter informally with the immediate supervisor of such employee. In the event the dispute is not resolved then the employee, the Union or the Employer may file a grievance.
- B. Definition of Grievance

A grievance is defined as a written statement, submitted on a mutually agreeable form which sets forth an alleged violation of a specific clause of this agreement, together with the date, time and place of occurrences (if applicable), and facts sufficient to establish for describing the alleged violation. A grievance must be filed within ten (10) working days of the events giving rise to the dispute, or if the event giving rise to the grievance are not known to either the Union or the employee, then within ten (10) days after such events could have been discovered if both were diligent, otherwise such grievance will not be subject to

consideration under the grievance procedure, or arbitration. A grievance is filed when it is received by the Human Resources Office.

Class action grievances are grievances filed by the Union on behalf of the bargaining unit as a whole. Class action grievances start at Step 1. Grievance of a discipline of an alleged violation of abuse or neglect of a consumer shall start at Step 2.

## C. PROCEDURE

### 1. **Step One**

A Steward of the Union shall meet with the Chief Operations Officer (COO) or designee within ten (10) working days after receipt of the grievance. The COO or designee will give a written response within ten (10) working days after the Step One meeting.

### 2. **Step Two**

If the grievance is not resolved on the basis of the Step One response, the filing party may refer it to the next step by a written response mailed to the Director within ten (10) working days after receipt of the responses of the COO or designee. The Director (and/or his designee) and a Service Representative of the Union shall meet within ten (10) working days after referral to discuss the grievance. The Director shall state his/her final position in writing within twenty (20) working days after the conclusion of such meeting.

### 3. **Step Three**

In the event either party is dissatisfied with the response at Step Two, such party may refer the matter to arbitration within twenty (20) working days after receipt of the other party's final position, according to the rules of the Federal Mediation and Conciliation Service. At the time of such submission, the Union Service Representative shall state the Union's final position and the parties shall stipulate to a statement of the questions to be presented to the arbitrator, or in the absence of agreement, each party shall provide a written statement of their position as to the question to be presented. The submitting party shall request a panel of seven (7) arbitrators and either party may request an additional panel by notice by the other party.

The arbitrator shall interpret only specific provisions of the agreement as presented to him/her. The arbitrator shall have no authority to alter, amend, add to, or subtract from any of the language of the agreement or to declare any provision of the agreement illegal or unenforceable. The decision of the arbitrator shall be final and binding on the parties except that decisions which result in an increased cost to the Agency in excess

of five thousand dollars (\$5,000.00) in any year may be reviewed for correctness of interpretation by a court of competent jurisdiction.

The cost of arbitration shall be split equally between the parties except that if the arbitrator deems a grievance to be frivolous or filed for purposes of harassment, he/she may assess all costs, including reasonable attorney fees, against the party filing such grievance.

D. No grievance pertaining to an individual may be processed except at the instigation of the individual involved, who shall sign the grievance form or authorize their Union representative to sign for them.

E. Time Limitation

The time limits established in the grievance procedure shall be followed by both parties. If the time limit is exceeded by the Union, the grievance shall be considered resolved on the basis of the Employer's last response. If the time limit is exceeded by the Employer, the grievance shall automatically be filed to the next step of the grievance procedure upon notice from the Union. Any time limits as contained in this Agreement may be extended upon mutual agreement of the parties. In computing days under the grievance procedure, Saturday, Sunday and holidays shall be excluded except where otherwise stated.

F. Back Pay

No claim for back pay or benefits will be considered beyond ten (10) calendar days prior to the date in which the grievance is delivered to the Human Resources Manager in writing.

## **XVI. SENIORITY**

A. Seniority shall be defined as the length of an employee's employment in the bargaining unit commencing with the employee's last date of hire into a bargaining unit position. For part-time employees, the seniority date shall be determined by the number of hours paid. Two thousand eighty (2,080) hours shall constitute a year. Seniority for full-time employees shall be adjusted for all time off without pay in excess of six (6) months.

B. Employees hired prior to the effective date of this Agreement shall also be assigned a seniority date pursuant to a list which has been agreed to by the parties during the course of negotiations.

C. The Employer shall furnish the Union with an updated seniority list annually, which shall be conclusive unless objected to within thirty (30) days.

D. An employee will lose seniority and the employment relationship will be terminated for the following reasons:

1. The employee quits or retires.

2. The employee is discharged and the discharge is not reversed under the grievance procedure as contained in this Agreement.
  3. The employee is absent for three (3) consecutive workdays without notifying the Employer unless extraordinary circumstances prevent such notification. After such an absence the Employer shall send written notification to the employee's last known address that he/she has been terminated from the employ of the Employer. A copy of this notice shall also be sent to the Union.
  4. The employee does not return to work when recalled from layoff as set forth in the layoff procedure contained in the Agreement unless other arrangements are made.
  5. The employee fails to return from a leave of absence on the specified date of return and has not been otherwise excused.
  6. An employee on layoff status with less than five (5) years of service will lose seniority after one (1) year without being recalled. An employee on layoff status with more than five (5) years of service will lose seniority after two (2) years without being recalled.
  7. An employee's leave without pay exceeds six months (6).
- E. An employee who is promoted or who is permanently transferred to a non-bargaining unit position with the Employer shall have their seniority within the bargaining unit frozen. If said employee returns to the bargaining unit, the employee shall be granted seniority accumulated while in the previous bargaining unit position.

Supervisors and other non-bargaining unit employees shall be eligible to bid on vacant bargaining unit positions, based upon their frozen bargaining unit seniority.

- F. A former employee who has been rehired by the agency may request to have their seniority date "bridged" to include their earlier employment even if a portion of the earlier employment was worked outside to the bargaining unit (ex. An employee, who previously worked for the Agency for 4 years, 3 months would have that amount of time added to their current seniority). To be eligible for this consideration, the employee must have returned to Agency employment for not less than five (5) years. Bridged seniority dates will be used for job bidding, layoff, longevity, employee recognition and leave computation and will not be retroactive. Employee must request consideration for bridging of time in writing and submit the request to the Human Resources Office.

## **XVII. JOB POSTING AND BIDDING**

- A. All vacant and newly created permanent jobs in the bargaining unit which the Employer wishes to fill shall be posted at every worksite where employees from a union bargaining unit work for a period of at least five (5) working days in

conspicuous places convenient to all bargaining unit employees. The posting shall state the classification, worksite, program and qualifications needed for the job. An employee interested in the job shall fill out and submit a notice of interest in the job by the deadline set in the posting. Assignments of work or cases within a job shall not be subject to bid.

- B. The Employer shall select the person whom it believes is the best qualified for the job from either within or outside of the bargaining unit. If two (2) or more employees are equally qualified, seniority shall be the tie-breaker.
- C. The criteria to determine qualifications shall include, but not be limited to education, experience, work record and ability.
- D. Employees who have made a lateral transfer in the last twelve (12) months may be excluded from consideration for another transfer.
- E. The Employer may give preference for light-duty jobs to qualified employees of Employer who are off work due to a job-related injury and receiving or applying for Workers Compensation without posting the position.
- F. If the person selected for a bid position involving a change in position is currently in the bargaining unit, and not on probation, then the person selected shall be considered on a trial period for ninety (90) days, however within the first 30 days of the trial period the employee may return or the employer may return the employee to their former position. .
- G. Effective October 1, 2014, transfers from one (1) position to another shall not be delayed longer than twelve (12) weeks unless it involves a home closing.

## **XVIII. LAYOFF, BUMPING, RECALL**

### **A. Definition of Layoff**

A layoff means a reduction of employees in the bargaining unit by termination of one or more employees with recall rights.

### **B. All layoffs shall be accomplished in the following manner**

- 1. The Employer shall determine which positions are to be reduced or eliminated. Where there is more than one employee in the same position at the same worksite within a division, the least senior such employee shall be laid off. The Employer shall notify the Union that it intends to lay employees off. The Employer shall give notice to the employee at least fourteen (14) days prior to the layoff, except where the circumstances giving rise to the layoff could not be anticipated by the Employer.
- 2. The Employer may solicit regular bargaining unit employees regarding any employee's desire to be voluntarily laid off, at the Employer's sole option.



C. A full-time employee shall not be required to accept casual, part-time work or temporary employment in lieu of being laid off.

D. Bumping

An employee whose position is being eliminated or whose position is being reduced from full-time to part-time may choose to bump an employee using the following method provided the employee doing the bumping has more seniority than the employee being bumped.

1. A full-time employee may choose one (1) of the following options:
  - a. Bump the least senior part-time employee in the same position at the same worksite.
  - b. Bump the least senior full-time employee in the same position in the bargaining unit.
  - c. Bump the least senior full-time employee in another position at the same or lower level provided that the senior employee has the qualifications and ability to perform the job of the junior employee.
  - d. Bump the least senior part-time employee in another position at the same or lower level provided that the senior employee has the qualifications and ability to perform the job of the junior employee.
2. A part-time employee may choose one of the following options:
  - a. Bump the least senior part-time employee in the same position.
  - b. Bump the least senior part-time employee in another position at the same or lower level provided that the senior employee has the qualifications and ability to perform the job of the junior employee.
3. An employee may choose to take a layoff instead of bumping another employee. The employee does not waive rights to recall by choosing the layoff. An employee laid off shall be paid all accrued leave time according to the following schedule:

Laid off less than 45 days - No payout, time remains in bank.  
Laid off 45 – 120 days - Paid off if employee sends Employer written request.  
Laid off more than 120 days - Automatically paid off.
4. In any case, the employee who is bumping another must have the qualifications and ability to perform the work (without training beyond

the orientation given to employees promoted or transferred into the position) in the position he or she is bumping and must be willing to work the hours required of that position.

- E. When bargaining unit jobs become available and employees are on layoff with recall rights, the job shall be posted internally and awarded to qualified internal bargaining unit applicants (including laid off employees) if any. After the job posting process, employees shall be recalled from layoff in the inverse order of their layoff within that classification, provided that the employee recalled shall be qualified to perform the duties of the open position without training beyond the orientation given to employees promoted or transferred into the position.

Notice of recall may be made by telephone or in writing. An employee on layoff shall have five (5) work days to return to work after notice unless they are employed elsewhere in which case they shall have ten (10) days to report. If an employee cannot be contacted at the address and telephone number on file, the employee may be skipped for recall purposes.

If an employee cannot be contacted by phone, notice of recall shall be made in writing to the employee's last known address. Notice shall be deemed given when actual notice is given or when the written notice is postmarked.

## **XIX. SUPPLEMENTARY EMPLOYMENT**

- A. No employee shall hold a full-time job or its equivalent in addition to a regular full-time position with the Employer.
- B. Part-time supplementary employment is permitted under the following conditions:
  - 1. 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 duties at the Agency.
  - 2. The employee shall request prior written approval of the Mental Health Director before engaging in any supplemental employment. The Mental Health Director or her/his designee shall respond within ten (10) working days either approving or disapproving the supplemental employment. If the employee does not receive a response within ten (10) working days the supplemental employment shall be considered approved.
  - 3. The employee shall keep the Director informed of changes in supplemental employment status.
  - 4. Approval for supplemental employment may be withdrawn by the director upon two (2) weeks' notice if the employee violates the requirements noted above.

**XX. SEXUAL HARASSMENT**

- A. The Employer and the Union support the Employer's policy prohibiting sexual harassment at the workplace.
- B. The Employer will notify the Union if it changes or amends its policy on sexual harassment.

**XXI. WORK RULES**

- A. The Employer shall have the right to make rules and regulations provided such rules and regulations are not inconsistent with the provisions established in this Agreement.
- B. The Employer shall give a written copy of any newly proposed rules, licensing regulations and personnel policies to the Steward and Local 459 Service Representative.
- C. The Union reserves the right to grieve rules and regulations which it considers to be inconsistent with the provisions established in this Agreement.

**XXII. EVALUATIONS, FILES & RECORDS**

- A. The evaluation of the performance of each employee is the responsibility of the Employer.
- B. The performance of all employees shall be evaluated in writing as follows:
  - 1. Employees shall be evaluated in writing at least once each year. A personal meeting will be held with each employee to review his job performance. The employee shall receive and sign the evaluation.
- C. A copy of the written evaluation shall be submitted to the employee. In the event the employee feels that her/his evaluation was incomplete or unjust, he/she may submit her/his objections in writing and have them attached to the evaluation report prior to the report being given to the Director or placed in the personnel file.
- D. Each employee shall have the right upon request to review his personnel file, except for pre-employment reference checks. A representative of the Union may, at the employee's request, accompany the employee in this review.
- E. Evaluations are not discipline. After completion of probationary period, evaluations shall not have impact on right to benefits (such as longevity) or step increases. The contents of an evaluation shall not be subject to the Grievance Procedure. If an employee's evaluation is later used to justify a Disciplinary Action by the Employer, any written comments made by the employee concerning the evaluation shall accompany the evaluation form as appropriate subjects for inclusion in the Disciplinary Proceedings.

- F. Probationary employees shall receive an initial evaluation approximately between ten (10) and twelve (12) weeks of employment and again approximately two (2) weeks prior to completion of the probationary period.

**XXIII. SPECIAL CONFERENCES**

- A. Special conferences shall be arranged between the Union and the Employer 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. An agenda shall be submitted in advance of the conference by the party requesting the Special Conference. The Special Conference shall be limited to agenda items.
- B. Neither party is obligated to arrange a Special Conference if the party requesting the conference has requested a conference within the last three (3) months.

**XXIV. NO STRIKE/NO LOCKOUT**

**A. 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.

**B. No Lockout**

The Employer agrees that it will not lock out employees.

**XXV. CONTRACTING OUT**

The Union recognizes the right of the Employer to contract out work to third parties or to purchase services from third parties in the Employer's discretion. The Union waives any notice of contracting out or purchase of services, except that where the result of the contracting out will result in the layoff of a member of the bargaining unit, the Employer will give at least fourteen (14) days prior notice of such contracting out and will meet with the Union to discuss alternatives to such contracting out. The failure to give the required notice shall not result in any liability to any employee for pay for time not worked.

**XXVI. WORKERS' COMPENSATION AND WORK-RELATED INJURIES**

- A. Employees shall be covered for injuries or illness incurred in connection with assigned work of the agency under the Michigan Workers' Compensation Act.

- B. Absences necessitated as a result of a work-related injury or illness will not result in the adjustment of the seniority date providing the absence from work does not exceed six (6) months.
- C. The Employer shall continue payment of group insurance premiums for a period of six (6) months, providing the employee makes his/her monthly contribution by the first of each month. Thereafter, fringe benefits shall be extended as required by law.
- D. When Workers' Compensation benefits are paid, upon option of the employee, leave in the amount of eight (8) hours per week (four (4) for part-time) may be used. Leave will be credited and accumulated proportionate to the amount of leave actually used.
- E. The Employer shall compensate an employee for any wages lost during the waiting period for workers' compensation if the employee is off work due to injury caused by an assault by a client.

An "assault" is defined as an unprovoked or unanticipated attack by a client as determined by both the Steward and the Chief Operations Officer or designee. The decision of the Steward and Division Director shall be final and not reviewable through the grievance procedure.

## **XXVII.**

### **PERSONAL PROPERTY LOSS**

- A. Employees are encouraged to use discretion in the type of clothing, watches, jewelry, etc., worn, thus preventing unnecessary loss or damage to personal property.
- B. Personal property shall be defined as those possessions having a close relationship to one's person including wearing apparel or other personal effects such as glasses, watches, etc., but excluding jewelry.
- C. The Employer shall provide for relief for employees who submit claims for personal property losses.
  - 1. The damage or destruction of property must arise out of, and in the course of, employment and must be a result of gross negligence on the part of the agency or as a direct result of client-incurred damage.
  - 2. There must be no negligence on the part of the claimant.
  - 3. The type of personal property for which a claim is filed must be consistent with employment of claimant.
  - 4. Reimbursement allowed for clothing items will be adjusted to reflect the age and condition of the article at the time it was damaged or destroyed. Reimbursement is limited to the reasonable replacement cost of the item to a maximum of:
    - \$25 for shirts, ties, pants and dresses

\$75 for any other item of clothing  
\$30 for watches  
\$150 for eyeglass frames (excluding lenses)

Replacement cost for eyeglass lenses, limited to basic prescription lenses without coating or tinting.

5. All claims for personal property losses must be filed within thirty (30) days following loss.

**XXVIII. COPIES OF CONTRACTS**

The Employer agrees to furnish each employee with a copy of this Collective Bargaining Agreement.

**XXIX. NEW CLASSIFICATIONS OR POSITIONS**

In the event the Employer shall establish a new classification during the term of the contract, the Employer shall notify the Union of the rate established for such classifications or positions prior to filling it. If the Union requests, the parties will meet to negotiate the proposed rate. If the parties cannot agree, then the Employer shall implement the new position at the last rate proposed by the Employer, however, the rate shall be considered temporary for the term of this Agreement.

**XXX. UNION INFORMATION**

- A. The Employer shall provide a bulletin board or space on an existing bulletin board for use by the Union at each worksite where bargaining unit members are normally assigned. The Union may post notices such as:
  1. Union recreational and social affairs;
  2. Union elections;
  3. Union appointments and results of Union elections;
  4. Union meetings;
  5. Bona fide Union-related information, such as: cooperatives, credit unions, pensions and annuities, unemployment compensation, workers' compensation, etc.
- B. The Employer may remove any material which is inflammatory or derogatory.

**XXXI. GENERAL**

A. **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.

B. **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.

C. **Savings Clause**

If any provision of this Agreement is found invalid by operation of law or by a 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.

D. **Headings**

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

E. **Gender Clause**

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

**XXXII. TEMPORARY JOBS**

- A. The Employer may temporarily transfer employees to a different job in order to meet the needs of the clients or the agency. Such a transfer shall not exceed six (6) months.
- B. An employee temporarily promoted to acting supervisor shall receive an additional fifty cents (\$.50) per hour. An employee temporarily assigned to a lower classification shall suffer no reduction in pay. An employee temporarily transferred shall receive at least the number of hours as he/she was regularly scheduled to work
- C. If an employee is temporarily assigned to a job at a different worksite, the employee shall receive mileage for the difference between the employee's home and the regular worksite and the employee's home and the new worksite.

**XXXIII.**

**INSURANCES**

**A. Health Care, Dental & Optical**

The Employer shall continue the following health care plan options for full-time employees and those eligible in accordance with the Affordable Care Act. Currently part-time employees working an average of thirty (30) hours or more per week are eligible:

**Options #1:**

BC/BS Simply Blue 500 with the following benefits-22% Employee Premium Share:  
\$500/\$1,000 Deductible  
Twenty Percent (20%) Coinsurance  
\$3,000/\$6,000 Total Out-of-Pocket Maximum  
\$20 Office Call Co-Pay  
\$150 Emergency Room Co-pay (waived if admitted)  
\$20 Co-Pay for Chiropractic (12 Visits per member per year)  
Mammograms paid at 100% and not subject to a deductible

Voluntary Wellness Program Discount: At the present time 20% or 18% Employee Premium Share.

**Prescription Drug Plan:**

\$10 generic and \$40 brand name prescription rider  
Mail Order - 3 Months for 2 Co-pays  
\$2,000 Maximum Out-of-Pocket for Prescription Co-pays

**Option #2:**

BC/BS Simply Blue 3000 with the following benefits -10% Employee Premium Share:  
\$3,000/\$6,000 Deductible  
Twenty Percent (20%) Coinsurance  
\$4,000/\$8,000 Total out of Pocket Maximum  
Twenty Percent (20%) Office Call Co-Pay  
Twenty Percent (20%) Emergency Room Co-Pay (waived if admitted)  
Twenty Percent (20%) Co-Pay for Chiropractor (12 Visits per member per year)  
Mammograms paid at 100% and not subject to a deductible

The Employer will contribute up to the following amount matching your HSA Contribution; \$1,000 towards the \$3,000 single deductible and \$2,000 towards the \$6,000 double/family deductible unless prohibited by law.

Voluntary Wellness Program Discount: At the present time 8% or 6% Employee Premium Share

**Prescription Drug Plan once Deductible is met:**

\$10 generic and \$40 brand name prescription rider;  
Mail Order – 3 Months for 2 Co-pays;



- a. Blue Cross and Blue Shield Dental Plan or equivalent.
- b. Blue Cross and Blue Shield Vision Plan or equivalent.
- c. Pharmacy Savings Program
- d. Disease and Case Management program

The Employer may select the carrier or provider, provided that the benefits are substantially identical.

Full-time employees who desire this coverage shall pay the percentage of the premium by payroll deduction, except the employees' share of the premium may be adjusted as necessary by the employer to comply with State or Federal law. Premium reductions may be offered through the agency voluntary Premium Incentive Wellness Program and staff may be eligible for a premium reduction if they and their spouse, who may be on the agency insurance, participate and meet the criteria of the Premium Incentive Wellness Program except when prohibited by State or Federal law. The current premium reduction offered by the Wellness Program is up to 4%.

Effective January 2007 premiums shall be calculated using the following tier system:

- a. Employee
- b. Employee and Spouse
- c. Employee, Spouse and Child(ren)
- d. Employee and Children

Non-Dependent Children may remain on the agency health plan through the year in which they turn 26 years of age and in accord with the Patient Protection and Affordable Care Act (PPACA).

Spouses whose employers offer insurance coverage will be mandated to enroll in the employer's insurance program. Spouses may also continue in the agency's plan but the claims experience (of spouses) would be secondary if covered by the spouse's employer.

If the Union and the Employer agree and if allowable by the carriers, employees shall be able to have health care without dental and/or optical and vice versa.

The Employer shall institute a qualified plan to allow employees to pay the premium co-pay with pre-tax dollars. The Employer shall administer this plan. This plan shall not prevent the Employer from changing the amount of the premium co pay in accordance with the above

**B. Section 125 Plan**

A Medical Flexible Spending Account and a Dependent Care Account shall be continued with administrative fees paid by CMH.

C. **Life Insurance**

The Employer shall continue to pay the premium for the group term life insurance for full-time employees with one (1) month of full-time service. The coverage shall be based upon an employee's annual compensation, excluding overtime.

<u>Annual Compensation</u>	<u>Coverage</u>
Less than \$15,000	\$12,500
\$15,000 - \$19,999	\$25,000
\$20,000 - 24,999	\$37,500
\$25, 000 or more	\$50,000

Annual compensation shall be calculated each January 1.

If allowed by the carrier, an employee on leave whose life insurance would otherwise end may continue life insurance by paying the premium if the plan allows continuation.

D. **Disability**

1. The Employer shall continue to pay the premium for group accidental death and dismemberment insurance, and group long-term disability insurance, for full-time employees with one (1) month of full-time service. The disability coverage shall provide for 60% of monthly earnings up to a maximum of \$1,000.00 per month with a six (6) month qualifying period.
2. Effective as soon as can be effectuated, employees shall become eligible for Employer provided short-term disability insurance after 30 days of employment. Employees who are not actively at work on the date they would otherwise become eligible will not become eligible until they return to active work.

Full-time employees' benefits are calculated upon annual gross base earnings excluding overtime, bonuses, etc. Part-time employees' benefits are based upon one-half of the calculated annual base earnings of a full-time equivalent excluding overtime, bonuses, etc. Changes in the amounts of insurance due to changes in class or earnings will not take effect until the following January 1.

Benefits for this plan begin on the 1<sup>st</sup> day of absence due to accident or hospitalization and on the 4<sup>th</sup> day for illness. Benefits shall be equal to 60% of base earnings up to a maximum of \$750 per week to a maximum of 26 weeks. Employees shall be allowed to use accumulated leave to cover the waiting period for short-term disability insurance or to supplement these payments to a limit of 90% of base compensation. The terms of the policy shall control the administration of, and eligibility for, both Short Term and Long Term disability payments.

E. **Pension**

The Employer shall continue the current pension trust. The plan shall provide an Employer contribution of seven percent (7%) of current annual pay for full-time employees. The pension plan has a three year vesting cliff which requires employees to be continuously employed for three years in order to be one hundred percent (100%) vested. One member of the bargaining unit selected by the bargaining unit shall serve as a trustee of the pension plan.

If during the life of this Agreement, the Board makes changes to the pension plan for non-union employees, those changes will be offered to members of the bargaining unit.

F. **Professional Liability**

The Employer shall continue to provide professional liability insurance for all bargaining unit employees. This insurance may be self-insured.

**XXXIV. PAID LEAVES**

A. **Earned Leave Credits**

1. Effective the first full pay period following ratification of this agreement, employees shall earn leave credits based upon hours paid according to the following schedule:

Hire to 5 years	.06923	18 days if full time
5 years to 10 years	.08077	21 days
10 years to 15 years	.09231	24 days
15 years to 20 years	.10385	27 days
20 years to 25 years	.11538	30 days
25 + years	.12692	33 days

2. Employees may accrue up to 360 hours which may be carried forward from year to year, but no hours will accrue that would exceed 360 hours.
3. Leave credits must be used to cover all absences including sickness, (except where short-term disability is payable), vacation and personal business. Leaves must be taken in at least one quarter-hour increments.
4. In the event of death or separation from employment, an employee, (or the beneficiary or estate) shall be paid at the current rate of pay for unused earned leave credits up to 360 hours.

B. Earned leave may be utilized by an employee as follows:

1. For vacation or personal business.
2. In the event of illness, injury, temporary disability or exposure to contagious disease endangering others. The employer may require a doctor's statement at the employee's expense if an employee is off work

for more than three (3) consecutive days or if the Employer believes the leave is being abused.

3. For illness or injury in the immediate family which necessitates absence from work. Immediate family in such cases shall include an employee's spouse, children, parents, spouse's immediate family and any persons for whose financial or physical care the employee is principally responsible.
  4. By an employee for appointments with doctors, dentists or other recognized practitioners to extent of the time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
  5. Employees shall be allowed twenty-four (24) hours of bereavement leave with pay for the death of a spouse, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law or significant other. Employees will receive the same amount of paid bereavement leave for "step" relations as outlined above (e.g., step-parent). Employees shall receive the same amount of paid bereavement leave for the mother, father, sister, or brother of their significant other who resides with them. Additional leave may be utilized with the approval of the agency Director.
  6. Not more than one (1) day shall be allowed for each required court appearance as evidenced by subpoena or court summons submitted to the immediate supervisor, unless otherwise authorized by the agency director.
- C. It is the employee's responsibility to maintain a leave balance sufficient to cover all absences from work including illnesses. If an employee calls in sick on more than one occasion when they have no leave credits available, that employee shall be subject to progressive discipline.

**D. Holidays**

1. All employees shall receive paid holidays on:
  - New Year's Day
  - Martin Luther King Jr. Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Christmas Day
  - Christmas Eve,
  - New Year's Eve, four hours for full-time, two hours for part-time employees.Either the Friday following Thanksgiving Day or the day following Christmas Day at the option of the employee and with the approval of the Supervisor.

2. All full-time employees shall receive eight (8) hours pay on holidays. All part-time employees shall receive four (4) hours' pay on holidays except New Year's Eve.
3. If a holiday occurs on a Saturday, the preceding Friday shall be observed as the holiday and if a holiday occurs on a Sunday, the following Monday should be observed as the holiday.
4. An employee who works on a holiday shall receive compensatory time except On-Call Services.

E. **Jury Duty**

The Employer shall pay an employee's regular salary when an employee is selected for jury duty provided all monies received for jury duty (except mileage) shall be turned over to the Employer. An employee released from jury duty shall be expected to return to work if time permits.

F. **Benefits While On Paid Leave**

Employees shall continue to receive all benefits, seniority, and service credit while on paid leave. It is understood that time for which Workers' Compensation is paid is not paid leave, even if the employee takes paid leave to supplement the Workers' Compensation.

G. **Prior Approval**

Employees must secure prior permission for taking leave except in cases of bona fide illness. The Employer may deny requests for leave if the needs of the Employer require. The immediate supervisor shall respond to any requests for leave within five (5) working days, except a response shall not be required if the requested leave is more than sixty (60) days.

H. **Termination**

Leave shall not be used to extend the period of employment for an employee who is terminating employment.

**XXXV. UNPAID LEAVES**

A. **Sick Leave**

An employee who is unable to work because of physical or mental illness or injury may be granted a leave of absence without pay for up to six (6) months. The Employer shall continue payment of insurance premiums for the first six (6) full months within the FMLA year provided the employee makes her/his monthly co-pay, if any, by the first of each month.

B. **Educational Leave**

Educational leave without pay may be granted for an employee up to one (1) year. In order to be eligible for educational leave, an employee must have two (2) years of service with the Employer and agree to remain in the employ of the Employer for a one (1) year period subsequent to her/his return from educational leave. Educational leave may be applied only for education which is related to a position which the person may qualify for within the agency. Such leave may be taken on an intermittent basis with management approval provided the needs of the Agency can be met.

C. **Military Leave**

Employees shall be granted unpaid military leave in accordance with the law.

D. **Personal Leave**

Employees may be granted personal leaves without pay for up to six (6) months. Any request for such leave shall be given to the Director and shall indicate the purpose or reason for such leave and shall specify the period of time being requested.

E. **Return From Leave Without Pay**

If an employee returns from a leave without pay within six (6) months, the employee shall be returned to her/his former job.

F. **Maternity Leave**

An employee who becomes pregnant may continue to work as long as she is capable of performing her job. Thereafter, she will be granted maternity leave without pay. She shall first use all accrued leave. An employee is eligible for reinstatement after delivery as soon as she is capable of performing the work.

G. **Benefits While on Leave Without Pay**

1. **Sick Leave**

The Employer shall continue insurance benefits for the first full six (6) months during any FMLA year for employees while on sick leave without pay, provided the employee makes her/his monthly premium co-pay, if any, by the first of each month.

2. **Other Leaves**

The Employer shall continue insurance benefits until the end of the month in which the leave begins, unless the policy provides a lesser time.

3. **Continuation of Benefits**

Insurance benefits may be continued beyond the above by the employee paying the premium as required by law.

H. **Extension of Unpaid Leave**

Any unpaid leave may be extended beyond the above limitations by mutual agreement between the Employer, the employee and the Union.

- I. Prior to going on unpaid leave an employee will be required to use any earned leave credits unless the employee requests in writing to Human Resources that twenty-four (24) hours of leave time remain in their leave bank.

J. **Family & Medical Leave Act**

1. **Eligibility**

Eligible employees are those employees who have been employed for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours in the previous twelve (12) months period. An eligible employee is entitled to total of twelve (12) work weeks of leave during a twelve (12) month period beginning on the first date the employee's parental, family care or medical leave is taken.

Eligible employees are entitled to family leave in the following situations:

- a. The birth or adoption of a child or receiving a child for foster care.
- b. The employee's own serious health condition.
- c. Caring for the employee's spouse, children, parents, and any persons with a serious health condition for whose financial or physical care the employee is principally responsible.
- d. A qualifying exigency arising out of the fact your spouse, son or daughter, or parent is on covered active duty or called to covered active duty status with the Armed Forces.
- e. You are a spouse, son or daughter, parent or next of kin of a covered service member with a serious injury and illness

Serious Health Condition is defined as:

- a. It requires at least an overnight stay in a hospital, hospice or other residential institution.
- b. It involves an absence from work or other daily activity for more than three days and requires continuing treatment or supervision by a health care provider.

- c. It is a chronic or long-term illness.  
Note: Conditions Not Covered: The regulations note that the legislative history indicates that "short-term" conditions for which treatment and recovery are very brief are not intended to be covered because such conditions would generally be covered by employers' leave policies.

Medical certification will be requested by the Employer who may also require that the certification include details of the illness or treatment and an estimate of its duration.

If the Employer disagrees with the certification, it can pay for a second opinion from a health care provider of its choosing. If the two (2) opinions differ, the Employer can pay for a third opinion from a mutually agreeable provider which will be binding.

The Employer may also require reasonable recertification as the leave continues but not more than once per month.

**2. Substitution of Paid Leave**

An employee will be required to utilize accumulated paid leave credits for the period of leave. This paid leave will count toward the employee's twelve (12) week entitlement. An employee may request an extension beyond the twelve (12) weeks. Approval shall be at the discretion of the Director.

**3. Foreseeable Leave**

When leave is foreseeable, an employee shall provide not less than thirty (30) days' notice.

The employee shall make reasonable effort to schedule treatment so it is not unduly disruptive to the operations of the agency, subject to the approval of the health care provider.

**4. Spouse Employed by Board**

Spouses employed by the Board are limited to a total of twelve (12) workweeks of leave during any twelve (12) month period for leaves relating to the birth or adoption of a child, or care of a family member with a serious medical condition.

**5. Fringe Benefits During Unpaid FMLA Leave**

The Employer shall continue the employee's life insurance, long-term disability, pension contribution and group health plan for a period of twelve (12) weeks for family and parental leave providing the employee makes his/her insurance contribution by the first of the month. If an unpaid extension is approved, fringe benefits will not continue beyond



the twelve (12) weeks during any twelve-(12-)month period. A COBRA notice will be sent.

If FMLA leave is approved beyond the 12 weeks for personal medical leave, the Employer shall continue an employee's life insurance, short and long term disability, pension contribution and group health plan for a period not to exceed 6 months within the FMLA year, providing the employee makes his/her contribution by the first of the month.

FMLA leave may be extended beyond the 12 weeks in the discretion of the Employer.

6. **Reinstatement**

Employees who return to work after an unpaid family care or parental leave which does not exceed twelve (12) weeks will be returned to their former position.

Employees who return to work after an unpaid leave which does not exceed six (6) months due to a serious health condition will be reinstated to their former position.

If layoffs or reduction in force occurred while an employee is on leave and they would have lost their job had they remained, they lose their right to reinstatement.

If an employee fails to return to work after an unpaid FMLA leave, the Employer may seek to recover the cost of fringe benefits paid during the unpaid portion of the FMLA leave.

The Employer may deny an employee on FMLA leave the right to bid on posted or new positions, if the position is to be filled prior to the end of the leave.

An employee who fraudulently obtains FMLA leave is subject to discipline. An employee who is on FMLA leave may not seek or accept other employment.

7. **Key Employees**

The Employer may deny reinstatement following family leave to exempt employees who are among the highest-paid ten percent (10%) of the employees, if necessary to prevent "substantial" and grievous economic injury to the Employer. The Employer will be required to immediately notify the employee that it intends to deny reinstatement. If the leave has already begun, the employee has the right to return immediately to keep the job.

- K. An employee's seniority date shall be adjusted for unpaid leaves of absence in excess of six (6) months.

**XXXVI.**

**ON CALLS**

**A. POOL ON-CALLS**

Employees are required to respond to the 24-hour emergency system. In addition to responding to the 24-hour on-call emergency system, employees may be called upon to perform Pre-admission Screenings.

**1. Categories of Employees**

- a. **Pool On-Call Employees** (Hereinafter referred to as On-Call Employees)

On-Call Employees shall respond to emergency services during other than the Crisis Response and Stabilizations normal working hours. However, the Employer may schedule other hours for Pool On-Call Employees due to workload or leave coverage situations.

- b. **Pool On-Call Back-up Employees** (hereinafter referred to as Back-Up Employees)

The employee on call for the ACT Program shall serve as back-up employee. These employees will be trained for Pool On-Call prior to serving as back-up. Back-Up Employees shall be required to respond to any overflow in the Pool On-Call including performing Pre-admission Screenings.

**2. Selection of Employees for On-Call**

- a. A list of eligible employees shall be developed by the Employer using designated criteria. Inclusion or exclusion from such list shall not be able to be grieved. Non-Union staff may act as On-Call or Back-Up Employees. The Employer may exclude employees who do not have appropriate MI experience.

- b. When a vacancy occurs in the On-Call rotation:

i. The Employer shall make a determination to either leave the position vacant or fill it;

ii. To fill such a position, the Employer shall select the senior eligible employee from the list who is interested in the position;

iii. Remaining employees (from most to least senior) will be offered the option of signing for On-Call hours previously assigned to the former On-Call employee;

- iv. Hours not selected by remaining On-Call employees will be assigned to other qualified employees on an inverse seniority basis;

3. **Miscellaneous**

Employees may trade scheduled On-Call hours with the approval of the Emergency Services Unit Supervisor or designee, provided no additional cost is incurred by the Employer.

The Employer may limit the number of turns in the rotation which an employee may take.

The Employer may revise the rotation schedule to take into account the number of employees rotating.

On-Call employees may be required to attend CRS staff meetings during normal working hours and at other times as scheduled without additional compensation.

On-Call employees' regularly scheduled job duties (non-CRS) will be adjusted by the Employer to reflect the reduced hours available to perform those duties due to the hours needed to attend the meetings called for in the above paragraph.

The Employer will provide on-going training for all employees assigned to Pool On-Call.

4. **Compensation**

- a. **Evening On-Call.** On-Call Employees shall be paid two dollars and seventy four cents (\$2.74) per hour for Evening On-Call for Monday through Thursday.
- b. **Weekend On-Call** - On-Call employees shall be paid three dollars and thirty four cents, (\$3.34) per hour for Friday, Saturday and Sunday.
- c. **Holidays**- On-Call employees shall receive one hundred and fifty four dollars, (\$154) for actual or observed holidays with the exception of Memorial Day or Veteran's Day whereby holiday pay shall be made only for the observed holiday. (For on-call purposes, the day begins and ends at 8 a.m.).
- d. **Pre-admission Screenings** - Back-up and On-call employees shall receive additional compensation of one hundred and forty (\$140.00) for each completed Pre-admission Screening performed during on-call hours. An employee who begins an assessment but does not complete it for any reason shall receive thirty dollars (\$30) for each assessment begun. Beginning an assessment shall include arriving at the hospital (or any location assessments are performed).

Back-up and On-call employees shall remain in a position to report to NeMCMHA Main Office within 30 minutes (observing all traffic laws) while on-call.

- e. Agency Hours - The Employer reserves the right to alter agency hours, and therefore on-call hours.
- f. For employees who are required to be on-call Sunday through Friday at 8 a.m. and have to remain at the pre-screening site more than 50% of their after-hours on-call assignment (7.5/12 hours) the employer will grant four (4) hours of paid time off to be used the next business day as their schedule permits. Paid time off will be reimbursed at the employees current rate of pay. Paid time off must be approved by the ESU Supervisor in cooperation with the employee's immediate supervisor. Paid time off cannot be banked.

**B. ACT-ON-CALL**

There shall be an on-call for clients of the Assertive Community Treatment (ACT) program.

- 1. All professional employees at the ACT program shall rotate the on-call.
- 2. Employees shall receive two dollars and seventy four cents (\$2.74) for each hour on-call but not responding Monday through Thursday.
- 3. Weekend On-Call employees shall be paid three dollars and thirty four cents (\$3.34) for each hour on call but not responding for Friday, Saturday and Sunday.
- 4. Employees shall receive compensatory time at the rate of one (1) hour for each hour responding including phone calls and travel.
- 5. Employees shall receive one hundred and fifty four (\$154) dollars on-call but not responding during holidays. This shall apply to real and observed holidays, except that for Memorial Day and Veteran's Day the holiday payment shall be made only for the observed holiday. The payment for holiday shall be made only to the person whose shift starts on the holiday.
- 6. An ACT on-call employee who performs a Pre-admission Screening shall receive the additional compensation called for in A.4.d. above.

**XXXVII. LONGEVITY**

- A. After completion of at least six (6) years of full-time service, or its equivalent, by October 1 of any year, eligible full-time employees shall receive annual longevity payments as provided below.

For purpose of determining subsequent eligibility, employees must have been on the payroll for a minimum of 26 weeks during the period October 1 through September 30.

Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1, except that pro-rata payments in case of retirement or death shall be made as soon as practicable thereafter. Employees who are not on the payroll for any reason other than retirement or death as of December 1, shall not receive longevity.

The amount of payment depends upon the employee's total years of service. The schedule shall be:

<u>Years of Service</u>	<u>Annual Payment</u>
6 - 9	\$207
10 - 13	\$234
14 - 17	\$292
18 - 21	\$375
22 - 25	\$485
26 - 29	\$637
30 & over	\$838

- B. Employees who go from full-time to part-time and were otherwise eligible and are on the payroll on December 1 shall receive a prorated payment based upon the number of months the employee was full-time.
- C. Longevity shall be paid in the first paycheck following December 1 of each year.

## **XXXVIII.**

### **OTHER BENEFITS**

#### **A. Deferred Compensation**

The Employer shall offer a deferred compensation plan, without cost to the agency. This plan shall be without cost to the Employer except for the current administrative costs.

#### **B. Mileage**

Employees shall be reimbursed at the rate of fifty (\$.50) cents per mile for any work-related mileage in a personal vehicle.

#### **C. Meals and Lodging**

##### **Meals**

When out of the catchment area on agency business, an employee who is traveling a full day will be reimbursed a meal per diem of \$40.00 (including gratuity)--the maximum allowable. A full day would require employee to be out of the catchment area prior to 6:00 a.m. and returning to the catchment area

after 7:00 p.m. If travel does not meet the full day definition, meals will be reimbursed up to the following:

\$10.00 Breakfast  
\$10.00 Lunch  
\$20.00 Dinner

Employees attending conferences outside the catchment area will not be reimbursed for the meals included in an associated conference and/or hotel stay.

The employee eligible for a full per diem need not obtain meal receipts; however, his/her supervisor must approve this reimbursement on the Agency's travel voucher. Employee's electing to submit receipts will be reimbursed the receipted amount up to the meal allowance noted above for the meal with employee noting on receipt any tip provided. In no instance will the reimbursed amount exceed the meal amount as defined above.

Meals are not reimbursed when staff is within the catchment area unless the employee is required to participate in a breakfast, luncheon or dinner meeting.

**Lodging**

Lodging costs will be reimbursed by the Agency to staff traveling out of the catchment area on agency business. The agency will make arrangements and reservations for the employee, who should give as much advance notice as possible. This responsibility will fall to a designated employee or employees. When made in this fashion, reasonable lodging costs will be reimbursed. Employees whose lodging was not arranged by the agency will be limited to a maximum of sixty five dollars (\$65.00) plus occupancy taxes.

**Receipts**

Receipts or proof of expenses must be submitted for all expenses unless otherwise noted.

**D. Employee Assistance Program**

The Employer shall cover the cost of an Employee Assistance Program offered to both full- and part-time employees and their families.

**XXXIX. COMPENSATION**

1. If the Employer grants economic increases and/or step increases in fiscal year from October 1, 2019 through September 30, 2023 to non-represented employees generally, Union employees shall receive increases on like terms and conditions. This provision does not apply to agency psychiatrists, physician assistants, nurse practitioners or independent contractors nor shall it apply to any employees covered by this Agreement who were offered the above economic increases and/or step increases through negotiations and the tentative agreement was rejected by the bargaining unit. An individual employee given an increase because of a promotion

or due to attainment of a degree or other such similar circumstances will not trigger such an increase for purposes of this section.

2. Twenty-five cents (\$0.25) per hour raise for all Professional Employees covered by this agreement effective 10/1/2019.
3. A one-time retention payment of two-hundred and fifty dollars (\$250.00) will be paid to all bargaining unit members currently on the payroll within the first pay period following ratification of this agreement.

Any pass through increase mandated by the legislature or Department of Community Health will be honored however the Employer and the Union will meet to determine the method and application of the pass-through monies in order to preserve consistency across agency salary scales.

- A. No further salary increases or lump sum payments will be made after the contract expiration date unless negotiated in a successor agreement or through the economic re-openers above.
- B. A new employee shall not be started at a rate higher than a current employee in the same classification with the same qualifications and experience.

The Union shall be sent a separate notice with the start rate for new employees.

- C. Once an employee accepts a starting salary it cannot be increased except with mutual agreement of the Union, the employee and the Employer.
- D. An employee who is promoted to a classification with a higher starting salary shall receive an increase of at least twenty dollars (\$20.00) per week. Acquisition of a higher degree shall not constitute a promotion.
- E. Eligible Employees shall receive compensatory time for all hours worked over eighty (80) in a pay period to a maximum accumulation of eighty (80) hours. After eighty (80) hours have been accumulated, no further compensatory time shall accrue. Compensatory time may be earned and used with the approval of the Supervisor. Upon separation an employee shall be paid for any unused compensatory time. Leave time is not considered time worked for compensatory time purposes.
- F. The parties agree that the employees covered by this agreement are professional employees under the Fair Labor Standards Act.
- G. Biweekly paychecks shall be distributed via an electronic payroll system to include direct deposit or a reloadable payroll card by Thursday.

**XL. NOTIFICATION REQUIREMENT**

If during the life of this Agreement the Employer shall by merger, consolidation, sale of assets, lease, franchise, or by any other means enter into an agreement with another firm, agency, or individual which in whole or in part affects the existing collective bargaining agreement, the Employer shall have an affirmative duty to call this provision of the agreement to the attention of any firm, agency or individual with which it seeks to make such an agreement.

In witness whereof, parties have set their hands at Alpena, Michigan.

**FOR THE UNION (2019-2023)**

Lance A. Rhines  
Lance Rhines, Service Representative

6-19-19  
Date:

**FOR THE EMPLOYER (2019-2023)**

Cathy Meske  
Cathy Meske, Director

6-14-19  
Date:

Lisa Anderson, Human Resources Manager

Lisa Anderson  
Date: 6-14-19