AGREEMENT

BETWEEN

NORTHEAST MICHIGAN COMMUNITY MENTAL HEALTH AUTHORITY

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 459

PARAPROFESSIONAL EMPLOYEES

September 1, ~~2014~~2015 – September 30, ~~2015~~2019

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INDEX

I.	Agreement	1
II.	Duration	1
III.	Recognition	1
IV.	Probationary Period	1
V.	Union Security	1
VI.	Payroll Deduction for Union Dues	2
VII.	Non-Discrimination	3
VIII.	Union Representation	4
IX.	Union Information	4
X.	Definition of Employees	4
XI.	Seniority	6
XII.	Scheduling	7
XIII.	Job Posting	10
XIV.	Temporary Jobs	11
XV.	Layoff, Bumping & Recall	12
XVI.	Job Descriptions	14
XVII.	Discipline and Discharge	15
XVIII.	Grievance Procedure	16
XIX.	Supplementary Employment	18
XX.	Sexual Harassment	18
XXI.	Work Rules	18
XXII.	Evaluations and Personnel Files	19
XXIII.	Special Conferences	19
XXIV.	No Strike/No Lockout	20
XXV.	Contracting Out	20

DRAFT

XXVI.	Workers Compensation and Work-Related Injuries	20
XXVII	Personal Property Loss	21
XVIII.	Copies of Contract	22
XXIX	New Classifications	22
XXX	Breaks	22
XXXI	Snow Days	22
XXXII	Trips with Clients	22
XXXIII	Management Rights	23
XXXIV	Families Working Together	24
XXXV	General	24
XXXVI	Insurance	25
XXXVII	Paid Leave	28
XXXVIII	Unpaid Leave	31
XXXIX	Longevity	34
XL	Other Benefits	35
XLI	Compensation	36

DRAFT

I. AGREEMENT

This Agreement is entered into this day of ~~October 25, 2013~~?????, and is effective September 1, 201~~3~~5, by and between Northeast Michigan Community Mental Health Services (hereinafter referred to as the "Employer") and the Office and 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, ~~2015~~2019.

III. 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 employees, in the following classification: Residential Training Workers. Excluding confidential employees, (personnel clerk, 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.

IV. 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 this Agreement and shall be covered under the terms of this Agreement, except that a probationary employee may be discharged without cause or 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.

V. 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, except as provided in Section D and G.

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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 except as provided in Section D and G.

C. The Union shall hold the Employer harmless and free from any claim or 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 to State and Federal law.

E. Employees shall be deemed to be members of the Union with the meaning of this Section if they are not more than ninety (90) days in arrears in payment of membership 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 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 Employer, 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. Any inquiries regarding PA 349 will be directed to the Union Service Representative.

VI. PAYROLL DEDUCTIONS FOR UNION DUES

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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 paycheck of the month and dues or service fee shall be deducted from the second paycheck of the month. Only one 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.

VII. 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 or other state or federal regulatory agencies. 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.

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VIII. UNION REPRESENTATION

A. The Employer agrees to recognize ten (10) Stewards to represent the bargaining unit employees in the investigation and processing of grievances and in other capacities where Union representation is called for in the administration of the Collective Bargaining Agreement. One of the Stewards shall be designated as a Chief Steward who shall, along with the Union Service Representative, be the primary contact for notices or negotiations affecting the bargaining unit. Any Union employee required by Management to attend a CMH board meeting shall be paid at his/her regular rate of pay.

B. Release Time
Stewards shall be allowed to leave their work area 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. Ordinarily employees may not leave their work site.

C. Six (6) 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. A maximum of two employees shall be compensated for regularly scheduled working hours lost in attending negotiations with management and travel time to and from negotiating sessions, but not for preparation time or other time.

IX. UNION INFORMATION

The Employer shall provide a bulletin board or space on an existing bulletin board for use by the Union at each work site where bargaining unit members are normally assigned. The Union may post notices such as:

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, worker's compensation, etc.

The Employer may remove any material which is inflammatory or derogatory.

X. DEFINITION OF EMPLOYEES

A. Full-time Regular Employees

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

B. Regular Part-time Employees

An employee regularly scheduled to work less than 40 hours per week but more than 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 40 hours or more per week for longer than six consecutive weeks. Part-time employees may volunteer to work 40 hours or more per week without this restriction.

When a part-time employee is assigned to work 40 hours or more per week for a period of six 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 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.

When a temporary employee works on a job in excess of six (6) continuous months, the job shall be considered a regular job (full-time or part-time) and posted as such, unless a 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, 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 shall not apply.

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

F. Volunteers

The Employer reserves the right to use volunteers 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 practice of having Supervisors perform bargaining unit work.

H. Definition of Residential Training Worker

An employee who provides direct care in group homes, owned or operated by the Employer. Residential Training Workers may be assigned to perform job coaching or community based services for clients served by them incidental to their principle job.

Any grand parented former AT employee currently subject to the AT scheduling guidelines, shall now be subject to the RTW scheduling guidelines.

XI. 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 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.

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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 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 this 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 is on layoff status for more than two (2) years without being recalled.

7. An employee is on leave without pay that exceeds one year unless in the case of layoff.

E. An employee who is promoted or who is permanently transferred to a non-bargaining unit position with the Employer shall have his 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. Employees with identical seniority shall be ranked in order of the numerical value of each employee's social security number, the higher number having the greater seniority.

G. 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 of 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 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 ~~Personnel~~Human Resources Office.

XII. SCHEDULING

The following sections are not a guarantee that an employee will work the scheduled hours or

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any particular number of hours. The Employer will attempt to distribute all hours using the procedures below with common sense and good management practices. Violations of these sections shall not result in pay to any employee but will result in that employee being given first preference for the next available hours.

Section 1: <u>Schedule Construction:</u>

A. Master schedules shall be posted 4 weeks in advance in a designated area in the home. Employees are responsible for reviewing the schedule. The schedule is subject to change as the needs of the agency dictate.

B. Full-time employees shall be scheduled at least every other weekend off (unless a particular employee waives this right). Part-time employees shall be scheduled at least every third weekend off (unless a particular employee waives this right).

C. Whenever practical, staff that is affected will be notified 48 hours in advance of planned schedule changes.

D. The employer will schedule at least 8 hours between regularly scheduled shifts for all employees.

E. When a new schedule is posted, open shifts will be offered to the part-time staff for a period of 7 days before utilizing the sub roster. After 7 days, open shifts will be filled using the sub roster.

F. When a staff person accepts additional hours, they are responsible for those hours. The employee cannot decide at a later date or time that they do not want the shift.

G. The employer agrees to having at least one trained staff on duty at all times. Trained staff will include those who meet the minimum requirements of the AFC Licensing Act with CPR and First Aid certification and have passed the following courses: Recipient Rights, Medications and Working with Challenging Individuals. The "Trained Staff" must also be knowledgeable of the Accommodations for Safety, the Plans of Service, behavior treatment plans if appropriate and medication procedures for the residents of the home.

H. Supervisors denying a shift trade shall list the reasons for denial in writing and maintain a copy in the home for one month following the denial.

I. Staff may trade shifts as long as the trade does not result in a back to back shift or overtime. Both parties must be in agreement with the trade and receive prior supervisor approval.

Section 2: <u>Open Hours after Schedule Construction</u>:

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It is the responsibility of both the supervisor and home staff to cover open hours.

A. When Open Hours occur after the master schedule is constructed, the supervisor or the home staff shall if the supervisor is off-duty or not readily available, fill the open hours to the extent possible. Staff shall attempt to fill the hours with available part-time staff and then with substitutes. Employees on leave the day of the opening need not be contacted unless they have previously notified their supervisor of such request.

B. If a call-in or emergency arises, staff may be mandated to work over their scheduled hours. The staff person required to stay will be the staff working the least amount of hours in the week. If both staff has equal amounts of hours then it is the discretion of the supervisor to mandate which staff will work the additional hours, this may or may not result in overtime pay.

C. Part-time staff may work shifts in other homes with approval of their immediate supervisor.

D. Records of call logs shall be kept for two months.

E. If hours are offered to a substitute that should have been offered to a regular employee and the hours have not been worked yet, the hours shall be removed from the sub and the regular employee given the hours provided the error is brought to the supervisor's attention 48 hours in advance of the scheduled shift.

Section 3: <u>Overtime Hours</u>:
It is the responsibility of both the supervisor and home staff to cover overtime hours.

A. Staff shall attempt to offer the opportunity to work overtime first to full-time home staff who are scheduled off that day; second to part-time home staff who are scheduled off that day; third to full-time employees who are working that day; fourth to part-time employees who are working that day, then subs. Employees on leave the day of the opening need not be contacted.

B. If mandatory meetings, in-services or emergencies result in employees receiving overtime, the employee has the option of taking the overtime or adjusting their schedule within that work week with approval of their immediate supervisor.

C. The employer/employees will utilize the substitution list to cover overtime hours only after the bargaining unit work site list has been attempted.

Section 4: <u>Leave Hours</u>:

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It is the responsibility of both the supervisor and home staff to cover leave hours.

A. When Leave Hours occur after the master schedule is constructed, the supervisor or the home staff, if the supervisor is off duty or not readily available, shall fill the leave hours to the extent possible. Staff shall attempt to fill hours with available part-time staff and then with substitutes. Employees on leave the day of the opening need not be contacted.

B. The employer/employees will utilize subs on straight time hours to cover leave hours after the bargaining unit work site list has been attempted.

C. When a sub is scheduled to work for an employee on leave, the employee cannot remove the sub from the schedule.

D. The employer agrees to not cancel any prior approved vacations without the employee's consent. If a staff person wishes to revoke an approved leave, the hours covered by the staff person will not be returned to the staff person unless both parties involved are in agreement and approved by the supervisor.

E. The supervisor will respond to a leave request within 48 hours of receipt of the request.

F. If leave is denied by the supervisor, the supervisor must give a copy of the written explanation for denial within two days (48 hours) within receipt of such a request.

XIII. JOB POSTING

A. When a new position is created or a vacancy occurs and the Employer desires to fill the position, the following method shall be used:

1. Full-time - RTW
   Any full-time RTW positions will be offered to full-time RTW's at that worksite on a seniority basis using agency seniority. If no full-time RTW at that worksite desires the position, it shall be posted.

2. Part-time RTW
   Part-time RTW vacancies shall be posted.

3. Any work sites established in the future shall be considered part of the county in which the work site exists for purposes of these paragraphs unless an alternative is mutually agreed to by the parties.

4. Posted Jobs

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Jobs shall be posted on the intranet at every work site where employees from the bargaining unit work for a period of (5) working days. All employees shall have access to the intranet in order to view job postings. A copy of the posting shall be placed in each home convenient to all bargaining unit employees. The posting shall state the classification, work site and shift and the general and special qualifications of the position. An interested employee shall submit a notice of interest in the job by the deadline set in the posting.

In considering employees for full-time openings, employees who are presently full-time shall be given preference over part-time employees regardless of seniority.

The Employer shall select the most senior applicant, provided that where a significant difference in ability to perform the job exists among applicants; the Employer may select the most qualified employee. The Employer shall have the burden of establishing the difference in qualifications or ability. If no qualified bargaining unit employee applies, the Employer may fill the position from outside the bargaining unit.

5. The Employer may exclude bargaining unit employees from consideration who have made a job change in the last six (6) months. The six-(6) month period shall begin on the day the employee commences the new job, but in no event more than four (4) weeks from the end of the posting period or the effective date of the vacancy.

   The Employer may exclude bargaining unit employees based upon State or Federal regulations or Employer policies pertaining to sex or family members working together.

   The Employer may exclude probationary employees from consideration.

6. If an employee is delayed from beginning a new position by the Employer for a period in excess of four (4) weeks from the date of the vacancy or the end of the posting period, then any benefits accruing to the employee because of the new position shall be placed in effect (exclusive of mileage and shift preference.) 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.

B. 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 Worker's Compensation without posting the position.

XIV. <u>TEMPORARY JOBS</u>

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A. The Employer may temporarily transfer employees to a different job in order to meet the needs of the clients or agency. Such transfer shall not exceed six months.

B. An employee temporarily promoted to acting supervisor shall receive an additional 50 cents per hour. An employee temporarily assigned to a lower classification shall not suffer any 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 work site, the employee shall receive mileage for the difference between the employee's home and the regular work site and the employee's home and the new work site. In addition to mileage, if an employee is temporarily assigned to a job at a different work site because of the needs of the agency, the employee shall receive premium pay of 50 cents per hour while working on such temporary assignment. This section shall not apply to employees volunteering for extra hours or to temporary transfers to light duty jobs or to transfers for the convenience of the employee or if the transfer is for discipline for cause.

XV. 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.

Employees are given ten (10) calendar days notice prior to layoff**,** except where the circumstances giving arise to the layoff could not be anticipated by the Employer.

B. All layoffs shall be accomplished in the following manner:

1. The Employer shall determine which positions are to be reduced or eliminated. The Employer shall notify the Union that it intends to lay off employees.

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. 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, and provided that the employee is qualified to perform the job of the employee bumped.

1. A full-time employee may choose one of the following options:

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a. Bump another employee in the same location (either full-time or part-time) and rearrange the remaining shifts by seniority, so that the least senior full- time or part-time employee (as the case may be) is the employee who leaves the work location. Such employee may then utilize the remaining steps of the bumping procedure.

b. Bump the least senior full-time employee within the same county as the employee's work site at the time of layoff. However in the case of a Home Closure the procedure will be as follows: The number of positions up for selection will be equal to the number of position's being eliminated at that worksite; these positions will be the least senior within the county. The employee will have the option to bump into one of the least senior full-time positions within the county.

c. Bump the least senior full-time employee in the bargaining unit. However in the case of a Home Closure the procedure will be as follows: The number of positions up for selection will be equal to the number of position's being eliminated at that worksite; these positions will be the least senior within the bargaining unit. The employee will have the option to bump into one of these least senior full-time positions within the bargaining unit.

d. Bump the least senior part-time employee in the bargaining unit. However in the case of a Home Closure the procedure will be as follows: The number of positions up for selection will be equal to the number of position's being eliminated at that worksite; these positions will be the least senior within the bargaining unit. The employee will have the option to bump into one of these least senior part-time positions within the bargaining unit.

2. A part-time employee may choose one of the following options:

a. Bump another part-time employee in the same location and rearrange schedules by seniority so that the least senior part-time employee is the employee who leaves the work location.

b. Bump the least senior part-time employee within the same county as the employee's work site at time of layoff. However in the case of a Home Closure the procedure will be as follows: The number of positions up for selection will be equal to the number of position's being eliminated at that worksite; these positions will be the least senior within the bargaining unit. The employee will have the option to bump into one of these least senior part-time positions within the bargaining unit.

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c. Bump the least senior part-time employee in the bargaining unit. However in the case of a Home Closure the procedure will be as follows: The number of positions up for selection will be equal to the number of position's being eliminated at that worksite; these positions will be the least senior within the bargaining unit. The employee will have the option to bump into one of these least senior part-time positions within the bargaining unit.

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.

D. When other bargaining unit jobs become available, and employees are on layoff with recall rights, jobs shall be offered internally, and awarded to internal bargaining unit applicants (including laid off employees), if any. For purposes of applying for a job, laid off employees shall be considered full-time or part-time depending upon their status at time of lay off. A full-time employee who bumps into a part-time in lieu of being laid off shall be considered a full-time employee for two years for purposes of applying for a job. 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 three days to return to work after notice unless they are employed elsewhere in which case they shall have 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. Recalls to temporary or casual openings may be made without three days' advance notice. However, refusal to accept such assignments shall not result in loss of seniority.

E. For purposes of layoff, bumping and recall, agency seniority shall be used.

F. An employee laid off shall be paid all accrued leave time according to the following schedule unless the employee directs otherwise in writing:

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.

XVI. JOB DESCRIPTIONS

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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 in 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 Services Director, who shall make a recommendation to the Director. The recommendation shall be advisory only.

XVII. 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 and Chief Steward 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 eighteen (18) months 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 or 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. Whenever the Employer is conducting an investigation which is likely to lead to disciplinary action against an employee, the employee shall be notified by the supervisor that such investigation is in progress within seven (7) days after the Employer becomes aware of the conduct of the employee which may lead to discipline. The parties recognize that such investigation may not be completed, or discipline imposed until after the completion of the investigation.

G. Drug Free Workplace

The Agency shall be a drug-free workplace. An employee who uses illegal drugs or alcohol during working hours, or who is under the influence of illegal drugs or

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alcohol while on duty shall be subject to discipline up to an including discharge, without requiring progressive discipline. (Language is effective upon agreement to a mutually acceptable drug policy)

H. 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 for the subsequent discipline.

XVIII. GRIEVANCE PROCEDURE

A. Whenever an employee or the Union believes that an action by the Agency 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 occurrence, (if applicable) and facts sufficient to establish or describe the alleged violation. A grievance must be filed within ten (10) working days of the events giving rise to the dispute, or within ten (10) days after the employee or Union could have discovered the event first giving rise to the grievance, or it will not be subject to consideration under the grievance procedure or arbitration. A grievance is filed when it is received by the ~~Personnel~~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 Services Director within ten (10) working days after receipt of the grievance. The Services Director 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 response of the Service Director. The Director (and/or his designee) and a Service

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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) days after the conclusion of such meeting.

3. Step Three:

In the event either party is dissatisfied with the response at Step II, such party may refer the matter to arbitration within 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 question 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 arbitrators and either party may request an additional panel by notice to 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 $5,000.00 in any year may be reviewed for correctness of interpretation by a Court of competent jurisdiction.

The costs 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. Any disputes as to timeliness shall be decided by the Arbitrator.

F. Back Pay

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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 Services Director in writing.

G. Working Days

Working days are defined as Monday through Friday, excluding any holidays where the principal office of the agency is closed.

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 a quantity or interest conflict in any way with the satisfactory and impartial performance of duties at the agency.

2. The employee shall notify the Mental Health Director or designee when engaging in any supplemental employment. The Mental Health Director or her/his designee shall respond within ten (10) working days if 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 Mental Health Director informed of changes in supplemental employment status.

4. Approval for supplemental employment may be withdrawn by the Mental Health 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 work place.

B. The Employer will notify the Union if it changes or amends it 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.

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B. The Employer shall give a written copy of any newly proposed rules, licensing regulations and Personnel Policies to the Chief Steward and Local 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 AND PERSONNEL FILES

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:

> Employees shall be evaluated in writing at least once (1) 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 Services Director or placed in the personnel file.

D. Each employee shall have the right to request to review her/his personnel file, except for pre-employment reference checks. A representative of the Union, may at employee's request, accompany the employee in this review.

E. Evaluations are not discipline. After completion of the 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 and twelve (10 and 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

DRAFT

by the party requesting the Special Conference. The Special Conference shall be limited to the 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 it will not lockout 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 30 days prior notice of such contracting 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. The transfer of individual consumers to residential placements outside the agency shall not be considered subcontracting.

TRANSFER OF OPERATIONS

In the event that the Employer moves a licensed group home from the present location to any other licensed group home in another location, owned or leased by the Employer, with essentially the same clients, all employees shall be allowed to continue employment with said Employer at the new location to the extent positions are available. There shall be no lowering of wages or fringe benefits as a result of such a transfer of operations.

XXVI. WORKER'S COMPENSATION AND WORK-RELATED INJURIES

A. Employees shall be covered for injuries or illness incurred in connection with assigned work of the Employer under the Michigan Worker's Compensation Act.

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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. In unusual circumstances the Chief Steward and Services Director can agree to exceptions where the employee's seniority date will not be adjusted.

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 Worker's Compensation benefits are paid, upon option of the employee, leave in the amount of eight hours per week (four hours 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 straight time wages lost for any days for which Worker's Compensation is not paid during the waiting period for Worker's Compensation if the employee is off work due to an 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 Chief Steward and the Services Director. The decision of the Chief Steward or the Services Director shall be final and not reviewable through the grievance procedure.

XXVII. PERSONAL PROPERTY LOSS

Employees are encouraged to use discretion in the type of clothing, watches, jewelry, etc. worn, thus preventing unnecessary loss or damage to personal property.

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.

The Employer shall provide for relief for employees who submit claims for personal property losses.

A. 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.

B. There must be no negligence on the part of the claimant.

C. The type of personal property for which a claim is filed must be consistent with employment of claimant.

D. 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 replacement value for shirts, ties, pants and dresses.
- $75 replacement value for any other item of clothing.
- $30 replacement value for watches.

DRAFT

- $150 replacement value for eyeglass frames (excluding lenses). Replacement cost for eyeglass lenses, limited to basic prescription lenses without coating or tinting.

E. 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

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 position prior to filling the position. 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. BREAKS

Employees may be allowed one meal break per full shift if client 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 client 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 client 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. A full Shift is defined as any regularly scheduled shift extending for six hours or more. Employees shall remain on the work premises during breaks. The Employer is not obligated to provide paid meal breaks during in-service training or conferences when clients are not present.

XXXI. SNOW DAYS

If snow conditions make it impossible for a particular employee working at a group home to reach her/his work site and the Director or her/his designee has not closed the program, employees shall notify their Supervisor and may take the time unpaid or use earned leave time to cover time absent from work.

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XXXII. TRIPS WITH CLIENTS

The following shall apply to any trips with clients away from the normal work site which involves an overnight stay.

A. If the Employer decides to arrange a trip with clients, the number of volunteers needed will be determined based on client needs and level of functioning. If an insufficient number of employees volunteer, Management may cancel the trip.

B. Each employee who volunteers for such a trip shall be given identified paid working times. Such times shall be at least eight (8) hours per day. Additional hours may be assigned according to program needs for adequate staff coverage.

C. An employee who accompanies clients on such a trip shall be permitted to eat with the clients during their identified working time, and the cost of the meal shall be covered by the Employer within established limits. This shall include snacks and/or drinks (within established limits) if the clients have snacks or drinks on the trip (outing).

D. The Employer shall assume the cost of any expenses (within established limits) related to the trip such as lodging, meals, entrance fees, etc., for all staff assigned to accompany clients on the trip, when approved by a Supervisor as necessary to accomplish the trip.

E. If an employee does not accompany the clients from his/her normal work site on such a trip, the Employer shall attempt to provide an alternate work site while the clients are gone.

F. If the Employer requires employees to go on a trip the employee shall be paid for all hours the employee is required to be on duty. Sleeping time shall be paid at minimum wage with the stipulation that if sleeping hours cause overtime; the overtime will be paid on the sleep hours at one and a half times the minimum wage rate.

XXXIII. MANAGEMENT RIGHTS

The parties recognize the exclusive right of management to manage the affairs of the agency 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;

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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;

The right to determine and re-determine, the place, manner, and methods and time of 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 Employer shall not violate any of the provisions of this Agreement.

XXXIV. FAMILIES WORKING TOGETHER

A. The Employer may limit members of the same family from working at the same Residential work site. If the Employer imposes such a limit, then family shall be defined as spouse, sibling, parents, children, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in law, sister-in-law or a person sharing the same living quarters. The Employer may deny a hire, promotion, transfer or bump if it would lead to violation of this policy.

B. If the Employer imposes a limit on families working at the same residential work site, it shall not apply the policy to any family members who were working at the same residential work site on or before July 10, 1990.

C. If an employee's condition changes, through marriage or some other means, to cause a violation, the employees affected shall decide which one shall be required to change locations. If the affected employees do not indicate otherwise, the lowest seniority employee shall be required to change locations. The employee shall be moved to the first opening at a residential work site in that county which otherwise would have been posted and which is of the same status (full-time or part-time) as the employee being moved.

XXXV. 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

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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 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 provisions.

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.

XXXVI. INSURANCE

A. Health Care, Dental & Optical

1. The employer shall continue the following health care plans 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 of more per week are eligible.

Option #1:

BC/BS Community Blue PPO (Plan 4) with the following benefits-2~~0~~1% Employee Premium Share:
$500/$1,000 Deductible
Twenty Percent (20%) Coinsurance
$1,500/$3,000 Coinsurance Maximum
$20 Office Call Co-pay
$50 Emergency Room Co-Pay
$20 Co-pay for Chiropractor (24 Visits per member per year)
Mammograms covered by 100% and not subject to a deductible.

Voluntary Wellness Program Discount: ~~16~~17% Employee Premium Share

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Option #2:
BC/BS Simply Blue 500 with the following benefits-~~17~~18% Employee Premium Share:
$500/$1,000 Deductible
Twenty Percent (20%) Coinsurance
$2,500/$5,000 Coinsurance Maximum
$20 Office Call Co-Pay
$150 Emergency Room co-pay
$20 Co-Pay for Chiropractor (12 Visits per member per year)
Mammograms covered by 100% and not subject to a deductible

Voluntary Wellness Program Discount: ~~13~~14% Employee Premium Share

Option #3:
BC/BS Simply Blue 3000 with the following benefits: 10% Employee Premium Share:
$3,000/$6,000 Deductible
Twenty Percent (20%) Coinsurance
$1,000/$2,000 Coinsurance Maximum
Twenty Percent (20%) Office Call Co-Pay
Twenty Percent (20%) Emergency Room Co-Pay
Twenty Percent (20%) Co-Pay for Chiropractor (12 Visits per member per year)
Mammograms covered by 100% and not subject to a deductible
The Employer shall contribute $1,000 towards the $3,000 single deductible and $2,000 towards the $6,000 double/family deductible according to the following schedule-Current employees who participate in Open Enrollment and select this plan during that process will receive a one-half contribution into their Health Savings Account (HSA) account effective the first pay in January and a second contribution for the remaining one-half will be disbursed the first pay in July. Those employees who enter the health care plan any other time of the year shall receive their employer contributions to their HSA accounts on a pro-rated basis.

Voluntary Wellness Program Discount: 6% 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

Blue Cross and Blue Shield for Dental Plan or equivalent.

Blue Cross and Blue Shield Vision Plan or equivalent.

Pharmacy Savings Program.

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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 provided insurance plan, 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 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).

2. 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.

3. 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.

4. 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.

B. Life Insurance

The Employer shall pay the premium for group term life insurance the first of the month following completion of 30 days of full-time service for full-time employees. The coverage shall be based upon an employee's annual compensation, excluding overtime.

Annual Compensation	Coverage

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Less than		$15,000	$12,500
$15,001	-	$19,999	$25,000
$20,000	-	$24,999	$37,500
$25,000		or more	$50,000

Annual compensation shall be calculated each June 1st.

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.

C. Disability

Short-Term:

Effective November 1, 2000 employees shall be eligible for short-term disability insurance the first of the month following completion of 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. Time off while receiving short-term disability shall not be considered paid time off.

Full-time employee's 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 June 1.

Benefits for this plan begin on the 1st day of absence due to accident or hospitalization and on the 4th day of illness. Benefits shall be equal to 60% of base earnings up to a maximum of 26 weeks. For details, please refer to the insurance handbook.

Long-Term:

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 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. For details, please refer to the insurance handbook.

D. Pension

The Employer shall continue the current pension trust. The plan shall provide an Employer contribution of 6% of current annual pay for full-time employees. The pension trust has a three year vesting cliff which requires three years of continuous full-time service before being 100% vested.

E. Professional Liability

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

XXXVII. PAID LEAVE

A. Earned Leave Credits

1. Effective November 5, 2000, 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 then current rate of pay for unused earned leave credits up to 360 hours.

   Probationary employees shall not accrue earned leave credits for vacation purposes except that an employee who completes probation shall be given accrued earned leave credits retroactive to their date of hire. In the event of separation from employment of a probationary employee, the employee shall be considered to have no unused leave credits.

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 (except where short term disability is payable). 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 employee's spouse, children, parents, spouses immediate family and any persons for whose financial or physical care the employee is principally responsible.

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4. By an employee for appointments with doctors, dentists, or other recognized practitioners to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

5. Employees shall be allowed three (3) days 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 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. <u>Holidays</u>

1. Employees shall receive holiday premiums on:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Easter
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
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. The holiday shall be observed on the actual holiday.

3. Any employee who works on a holiday shall be paid double time for all hours worked. On half-holidays such as New Year's Eve, RTW's shall be paid at the holiday rate for hours worked up to a maximum of four hours. There is no holiday pay for time not worked except that any employee who does not work on Christmas Day shall receive holiday pay for that day. An employee working both the real and observed holiday shall only receive holiday pay for the observed holiday.

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4. Residential Training Workers may, at the employee's option, take another day instead of receiving the holiday pay. The time may be banked as additional earned leave credit. A probationary employee may use such banked leave during the probationary period.

5. Employees will be paid 1-1/2 times for all hours worked on Easter.

6. Holidays shall begin at 12:00 midnight and run for twenty-four (24) hours. For employees working shifts, the holiday shall begin with the start of the first shift which ends on the holiday.

E. Other Time Off with Pay

1. Employees shall be granted upon request time off with pay on Good Friday from 1:00 p.m. to 3:00 p.m., providing agency operations permit. An employee who works from 1:00 p.m. to 3:00 p.m. on Good Friday shall be paid double time for such hours.

F. 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.

A day shift employee released from jury duty shall be expected to return to work if time permits.

If an afternoon shift employee is called for jury duty, he/she will be expected to call the jury board by 5:30 pm (or the time required by the court, if different) the night before he/she is to report for jury duty. If an afternoon shift employee reports for jury duty for four (4) or more hours, the employee shall not be required to report for her/his shift that day and shall be paid for the shift.

If a night shift employee is called for jury duty, he/she will be expected to call the jury board by 5:30 pm (or the time required by the court, if different) the night before he/she is to report for jury duty. If a night shift employee is required to report for jury duty the next morning, he/she will be taken off the schedule for the night before the scheduled jury duty and paid for the shift.

The selected employee must provide proof of jury selection.

G. 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 Worker's Compensation is paid is not paid leave, even if the employee takes paid leave to supplement the Worker's Compensation.

H. Prior Approval

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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 60 days away.

I. Termination

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

XXXVIII. UNPAID LEAVE

A. Family and Medical Leave Act

1. Eligibility

Eligible employees are those employees who have been employed at least 12 months and have worked at least 1250 hours in the previous 12-month period. An eligible employee is entitled to a total of 12 workweeks of leave during a 12-month period beginning on the first date the employee's parental, family care or medical leave is taken.

2. Eligible employees are entitled to family leave in 3 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.

3. 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 3 days and requires continuing treatment or supervision by a healthcare provider.

   c. It is a chronic or long-term illness.

   Note: Conditions Not Covered: The regulations note that the legislative history indicated 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 employer's leave policies.

4. Medical certification may 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.

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If the Employer disagrees with the certification, it can pay for a second opinion from a healthcare provider of its choosing. If the two 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.

5. 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 12-week entitlement. An employee may request an extension beyond the 12 weeks. Approval shall be in the discretion of the Employer.

6. Foreseeable Leave

When leave is foreseeable, an employee shall provide not less than 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 healthcare provider.

7. Spouses Employed by Board

Spouses employed by the Board are limited to a total of 12 workweeks of leave during any 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.

8. Fringe Benefits During Unpaid FMLA Leave

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

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

10. Reinstatement

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

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

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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 FMLA leave.

The Employer may deny an employee on FMLA leave the right to "bid" on posted or new positions if the position will 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 employment.

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 for only for education which is related to a position which the person may qualify for within the agency.

C. Military Leave

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

D. Personal Leave

Employees may be granted personal leaves without pay for up to one (1) year. 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 any employee returns from leave without pay within six (6) months, the employee shall be returned to her/his former job. If an employee returns after six (6) months but prior to one year he/she shall be returned to the same classification and employment status (Full-time or part-time), to a vacant position, if any or to the position occupied by the least senior person in that classification and status.

F. Benefits While on Leave Without Pay

1. Leaves Other Than Personal Medical Leave

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

2. Continuation of Benefits

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

G. Extension of Unpaid Leaves

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

H. Prior to going on an unpaid leave an employee may be required to use any earned leave credits.

I. Employer Discretion

Except for military leave and family and medical leave, unpaid leaves may be granted or denied within the discretion of the Employer.

J. An employee's seniority date shall be adjusted for unpaid leaves of absence in excess of six months.

XXXIX. 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 purposes 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 this longevity payment.

The amount of payment depends upon the employee's total years of service and shall be paid in the first paycheck following December 1 of each year.

The schedule shall be:

Years of Service	Annual Payment
6 - 9	$171
10 - 13	$196
14 - 17	$245
18 - 21	$315
22 - 25	$414
26 - 29	$548
30 and over	$726

B. Employees who transfer 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 employment was full-time.

XL. OTHER BENEFITS

A. Deferred Compensation

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The Employer shall offer a deferred compensation plan. 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 $.50 per mile for any work-related mileage in a personal vehicle.

C. Meals and Lodging

1. Employees traveling out of the four-county service area for approved work-related business or who are required to eat in a restaurant as part of a client outing within the service area shall receive reimbursement for food expenses in accordance to the following schedule:

Breakfast	- $10.00	When travel commences prior to 6:00 a.m. and extends beyond 8:30 a.m.
Lunch	- $10.00	When travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m.
Dinner	- $20.00	When travel commences prior to 6:00 p.m. and extends beyond 7:00 p.m.

2. When an employee is entitled to more than one meal, the amount expended for any particular meal shall be left to the discretion of the employee provided the total expended does not exceed the total allowable meal reimbursement.

3. Receipts must be submitted for all expenses.

4. Lodging costs shall be reimbursed up to a maximum of $50.00 plus tax per night except that if the employee is attending a conference, the employee will be reimbursed at the rate applicable for the facility where the conference is being held, if the employee stays at that facility.

D. Overtime

Employees shall be paid time and one-half for all hours worked over forty (40) in the same week. There shall be no pyramiding of premium pay. Hours worked for which premium pay is paid shall not be counted for overtime purposes, except that time worked on a holiday for which premium pay is paid shall count as hours worked for purposes of weekly overtime, unless the only hours worked by the employee in addition to the employee's regular schedule are on the holiday. Leave time shall not be considered as time worked for overtime purposes.

E. Section 125 Plan

A medical Flexible Spending Account and Dependent Care Account shall be maintained for full-time employees with administrative fees paid by the employer. In the event an employee terminates employment with a deficit balance, the Employer may recover such balance by any means, including deduction from any pay and benefits owed to the employee at termination.

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F. Employee Assistance Program

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

XLI. COMPENSATION

Due to the potential for significant realignment and reorganization of the public mental health system in the State of Michigan at the time this agreement is executed, the parties agree that:

1. Effective the paycheck paid on October ~~16~~29, ~~2014~~2015, a general economic increase of three percent (3%) shall be applied to the salary schedules.

2. If the Employer grants economic increases and/or step increases in any fiscal year ~~2015~~from October 1, 2015 through September 30, 2019 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.

3. The current salary schedule and employees' placement on it will remain in effect in fiscal year ~~2015~~2016 unless otherwise agreed to on different terms and conditions as a result of the economic re-openers noted above.

No further step increases or economic increases will be made after the contract expiration date unless negotiated in a successor agreement or through the economic re-opener above.

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. Workweek/Payday

The agency workweek is Sunday through Saturday. Biweekly paychecks shall be distributed via an electronic payroll system to include direct deposit or a reloadable payroll card.

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

FOR THE UNION	**FOR THE EMPLOYER**
Jeffrey Fleming, Service Representative	Edwin LaFramboise, Director
Date:	Date:
Charles Terry, Service Representative	Lisa Anderson, Human Resources Manager
Date:	Date:

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