

**AGREEMENT**

**BETWEEN**

**NORTHEAST MICHIGAN COMMUNITY  
MENTAL HEALTH AUTHORITY**

**AND**

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

**PARAPROFESSIONAL EMPLOYEES**

**February 1, 2024 – January 31, 2028**

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**I. AGREEMENT**

This Agreement is entered into this 17<sup>th</sup> day of January, 2024, and is effective February 1, 2024, by and between Northeast Michigan Community Mental Health Authority (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 January 31, 2028 inclusive. Either party has the right to open negotiations on the economic sections of this agreement at any time by mutual consent or by giving written notice to the other party of its desire to negotiate same at least sixty (60) days prior to April 30, 2024, April 30, 2025, and/or April 30, 2026. If the Employer proposes a reduction in compensation at an economic reopener, they will give a financial presentation to the Union demonstrating the need for such.

**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 (RTWs). This section excludes confidential employees, (Human Resources staff, administrative secretary, and administrative secretary/aide), supervisors, substitutes and casual employees, clerks, Supported Independence Program and Community Living Supports staff, and all other employees. Also excluding employees of Blue Horizons.

**IV. PROBATIONARY PERIOD**

A. Newly hired employees are on probation for the first one hundred and eighty (180) calendar days of employment, and until satisfactory completion of their employee evaluation. All efforts will be made to complete employee evaluations before the completion of the probationary period, however, employee evaluations may take place no later than thirty (30) calendar days after the end of the one hundred and eighty (180) day probationary period. Probationary employees shall receive all rates and benefits defined in this Agreement and shall be covered under all terms of this Agreement, except that the employee may be discharged without recourse to the grievance procedure.

B. The Employer has the right to extend the probationary period for an additional thirty (30) calendar days by giving prior written notice to the employee and the Union, including the Employer’s reasons for the extension.

- C. Employees shall be allowed to use up to a maximum of twenty-four (24) hours of accrued paid leave time for vacation during their 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 sections 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 except as provided in sections 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 their payment of dues or service fees. 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 their 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. If any language in this Article is unenforceable under law, that language shall not be enforced unless it becomes lawful to enforce.

**VI. PAYROLL DEDUCTIONS FOR UNION DUES**

- A. The Employer shall provide a complete list of all bargaining unit members, their contact information, classification, part-time/full-time status, and hire dates to the Union immediately following the execution of this Agreement and quarterly

thereafter. The Employer shall also provide a monthly list to the Union inclusive of the following for bargaining unit employees:

1. All changes of name, address, phone number, or email address
  2. Separations (temporary or permanent) and the reason for the separation
  3. All new hires inclusive of the information listed in the above paragraph
- B. 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 distribute to each new employee the Membership Application and Authorization for Deduction of Dues. The Union will have the responsibility of ensuring the document is completed and returned to Human Resources.
- C. The Union shall be permitted to schedule group orientation once a month for thirty (30) minutes. Time and attendance will be paid, excluding mileage. The Employer will allow the Union access to the technology to host/attend the group orientation remotely, at the Union's request.
- D. 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 (1) check per month shall be issued to the Union.
- E. 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.
- F. 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 do not discriminate against any individual or group on the basis of race, religion, color, age, sex, familial status, height, weight, national origin, disability, partisan considerations, or genetic information. Sex-based

discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy.

- 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.

#### **VIII. UNION REPRESENTATION**

- A. The Employer agrees to recognize up to ten (10) Stewards identified by the Union and notified to the Employer who can 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. The Union will notify the Employer who the Union Stewards are and of the Union Stewards who is designated as the Chief Steward. The Chief Steward, along with the Union Service Representative, is the primary contact. Any Union employee required by management to attend an NeMCMHA Board meeting shall be paid at their 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 (2) 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 it deems to be inappropriate in the workplace. In which case, the Employer shall notify the Union of the specific reasons for the removal, and, upon request, shall meet with the Union to reach an agreeable resolution.

## **X. 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 a minimum of twenty (20) hours shall be considered a regular part-time employee. If any employees as of the date of this agreement work less than twenty (20) hours per week, they are exempt from this definition.

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 they are 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.

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 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.

**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 (2080) 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 a complete list of all bargaining unit members, their contact information, classification, part-time/full-time status, and hire dates immediately following the execution of this Agreement and quarterly thereafter. This list shall be considered accurate and reliable for deciding issues dependent on seniority unless objected to within thirty (30) days of the errors first appearance on the list. The Employer shall also provide a monthly list to the Union inclusive of the following for bargaining unit employees:
1. All changes of name, address, phone number, or email address
  2. Separations (temporary or permanent) and the reason for the separation
  3. All new hires inclusive of the information listed in the above paragraph
- 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 address that they have 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 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 is on leave without pay that exceeds six (6) months.

- 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 four (4) years, three (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.

## **XII. SCHEDULING**

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

- A. The master schedule shall be a four (4) week schedule. The master schedule shall be posted at least two (2) weeks prior to its effective date 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 forty-eight (48) hours in advance of planned schedule changes.

- D. The employer will schedule at least eight (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 three (3) days before utilizing the substitute roster. After three (3) days open shifts will be filled using the substitute 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. Staff may trade shifts with one another subject to approval of the supervisor.
- I. Supervisors denying a shift trade shall list the reasons for denial in writing and provide it to the employee(s) making the request.

**Section 2: Open Hours after Schedule Construction:**

When open hours occur after the master schedule is constructed, it is the responsibility of both the supervisor and home staff to cover open hours.

- A. When Open Hours occur they will be filled using the following protocol:
  - i. Part-time staff who are not in overtime shall be contacted
  - ii. Substitute staff
  - iii. Full-time staff resulting in overtime
  - iv. Part-time staff resulting in overtime
- 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 scheduled to work the least amount of hours in the week. If both staff have 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 (2) months.

- E. After the master schedule has been posted for three (3) days, regular employees may not request to replace a scheduled substitute employee unless the day was awarded to the substitute in error, in which case the employee can request the day up to forty-eight (48) hours in advance of the scheduled shift in question.
- F. The supervisor or designee will respond to a leave request within five (5) business days of receipt of the request with either an approval or denial. (Business days shall be defined as Monday thru Friday, 8:00 a.m. to 5:00 p.m. since the Agency provides twenty-four (24) hour, seven (7) days a week services.)
- G. If leave is denied by the supervisor or designee, the supervisor will give a written explanation for the denial.
- H. If an employee picks up a shift, they accept responsibility for working the shift and will be subject to the same accountability as they would be for a regularly scheduled shift, which includes using leave time if unable to work the shift and assisting with coverage.
- I. 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.
- J. 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.

### **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 RTWs at that worksite. If no full-time RTW at that worksite desires the position, then it may be offered to part-time RTWs at that worksite. If no part-time RTW at that worksite desires the position it shall be posted. The Employer may exclude employees from consideration if they are on their probationary period or have received any progressive corrective action in the previous twelve (12) months.

2. Part-time RTW

Part-time RTW vacancies shall be posted. The Employer may exclude employees from consideration if they are on their probationary period or have received any progressive corrective action in the previous twelve (12) months.

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

Jobs shall be posted on the intranet at every work site where employees from the bargaining unit work for a period of (5) business 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 interview the most senior applicants, with the most qualified applicant being selected. 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). 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 the Employer who are off work due to a job-related injury and receiving or applying for Workers' Compensation without posting the position.

#### **XIV. TEMPORARY JOBS**

- 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 (6) months.
- B. An employee temporarily promoted to acting supervisor shall receive an additional fifty cents (\$0.50) 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 they were 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 fifty cents (\$0.50) 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 rise 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 (1) of the following options:
  - 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 positions 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 (1) 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 positions 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 (1) 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 positions 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 (1) of these least senior part-time positions within the bargaining unit.
2. A part-time employee may choose one (1) 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.





Laid off less than forty-five (45) days – No payout, time remains in bank.

Laid off forty-five (45) – one hundred and twenty (120) days – Paid off if employee sends Employer written request.

Laid off more than one hundred and twenty (120) days – Automatically paid off.

## **XVI. 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, but shall serve as a guideline to the type of work regularly expected to be performed within that classification.
- 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 provided a copy of the proposed job description and will have ten (10) business days to request to bargain over any changes made to the essential job functions and the non-essential job functions. If no request is made within ten (10) business days of the notice given, then the changes will be considered accepted.
- E. Any employee who feels their job description is inaccurate may submit their concerns to their steward and the Human Resources Manager, who shall make a recommendation to the Executive 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) business days of the action taken.
- D. No verbal or written warnings shall be considered for progressive purposes in future discipline after a period of one (1) year without disciplinary action. No suspension shall be considered in future discipline after two (2) years without disciplinary action. These limitations shall not apply to discipline for Class 1 and Class 2 client

abuse or 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. Substance Free Workplace  
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. (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 served within ten (10) business 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 must be served on the Human Resources Office. A grievance is served on the Human Resources Office when it is signed and

dated as received by the Human Resources Manager or Human Resources Assistant.

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

C. Procedure

1. Step One:

A steward of the Union shall meet with the Chief Operations Officer (COO) or designee within ten (10) business days after receipt of the grievance. The COO or designee will give a written response within ten (10) business days after the Step One meeting. If ten (10) business days is insufficient to complete an appropriate investigation and issue an informed response, the COO may request up to an additional ten (10) business days.

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 Executive Director within ten (10) business days after receipt of the response of the COO or designee. The Executive Director (and/or designee) and a Service Representative of the Union shall meet within ten (10) business days after referral to discuss the grievance. The Executive Director shall state their 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 Two, such party may refer the matter to arbitration within twenty (20) business 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 (7) 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 them. 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 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, they 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

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.

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. If an employee is currently employed or seeks employment in a job not covered by this Agreement, they shall notify Northeast Michigan Community Mental Health Authority to ensure there are no irreconcilable conflicts as a result. It is an expectation that employees shall work their scheduled shifts. If an employee calls in on more than one (1) occasion when they have no leave credits available, that employee shall be subject to progressive discipline.

1. The employee shall notify the Mental Health Executive Director or designee when engaging in any supplemental employment. The Mental Health Executive Director or designee shall respond within ten (10) business days if disapproving the supplemental employment. If the employee does not receive a response within ten (10) business days, the supplemental employment shall be considered approved.

2. The employee shall keep the Executive Director informed of changes in supplemental employment status.

3. Approval for supplemental employment may be withdrawn by the Executive 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 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 or modified rules to the Chief Steward and Local Service Representative.
- C. The Union reserves the right to pursue any available remedy if it believes a work rule is in violation of 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 each year. A personal meeting will be held with each employee to review their 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 their evaluation was incomplete or unjust, they may submit their objections in writing and have them attached to the evaluation report prior to the report being given to the Human Resources Manager or placed in the personnel file.
- D. Each employee shall have the right to request to review their 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 prior to completion of the probationary period. All efforts will be made to complete employee evaluations before the completion of the probationary period, however, employee evaluations may take place no later than thirty (30) calendar days after the end of the one hundred and eighty (180) day probationary period.

### **XXIII. SPECIAL CONFERENCES**

- A. Special Conferences shall be arranged between the Union and the Employer at the request of either party, but neither party is obligated to attend more than one (1) special conference per quarter.

### **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. WORKERS' 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 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. In unusual circumstances the Chief Steward and Chief Operations Officer or designee 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 their 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) 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 Workers' Compensation is not paid during the waiting period for Workers' 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 decided by both the Chief Steward and the Chief Operations Officer or designee. This decision is not grievable.

## **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 limited to the reasonable replacement cost of the item to a maximum of:
- \$50 for clothing
  - \$100 for outerwear
  - \$30 for watches
  - \$150 replacement value for eyeglass frames (excluding lenses)
  - Full replacement cost for eyeglass lenses
- E. In the event an employee's personal vehicle is damaged or is excessively soiled as a result of direct client care, the Employer shall pay for repair and/or complete auto-detail, whichever is necessary, by a vendor of the Agency's choice.
- F. All claims for personal property losses must be filed within thirty (30) days following loss.

### **XXVIII. COPIES OF CONTRACTS**

The Employer agrees to allow all affected employees access to the Collective Bargaining Agreement, as well as the equipment and materials to print a physical copy if so desired.

### **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 (1) meal break per full shift if client needs permit. Employees may be allowed to take one (1) 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. One fifteen (15) minute break shall be allowed for a work break. Breaks are expected to be taken in fifteen (15) minute intervals unless otherwise agreed to with the supervisor or in the event the needs of the consumer require immediate attention. A full shift is defined as any regularly scheduled shift extending for six (6) 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 their work site and the Executive Director or designee has not closed the program,

employees shall notify their supervisor and must take leave time if available or unpaid if no leave is available to cover time absent from work.

### **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 their 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 (1 ½) 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;

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 an employee's condition changes, through marriage or some other means, to cause a violation, the employees affected shall decide which employee 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 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 explicitly addressed in this Agreement.

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.

## **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:**

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

\$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

**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:**

Employee Premium Share:

\$3,200/\$6,400 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

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

Voluntary Wellness Program Discount

Prescription Drug Plan Once Deductible is met:

\$10 generic and \$40 brand name prescription rider

Mail Order - 3 Months for 2 Co-pays

Dental Plan or equivalent

Vision Plan or equivalent

Pharmacy Savings Program

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 employee's 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 up to 4%. 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 twenty-six (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. An employee's spouse that is offered insurance coverage through their own employer cannot be enrolled in the Agency's insurance as their primary coverage.
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 thirty (30) days of full-time service for full-time employees. 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
\$15,001 - \$19,999	\$25,000
\$20,000 - \$24,999	\$37,500
\$25,000 or more	\$50,000

Annual compensation shall be calculated each January 1<sup>st</sup>.

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:

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 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 first (1<sup>st</sup>) day of absence due to accident or hospitalization and on the eighth (8<sup>th</sup>) 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 (1) month of full-time service. The disability coverage shall provide for sixty percent (60%) of monthly earnings up to a maximum of one thousand dollars (\$1,000.00) per month with a six (6) month qualifying period. For details, please refer to the insurance handbook.

D. Retirement Savings Plan

The Employer shall continue the current retirement savings plan. The plan shall provide an Employer contribution of six percent (6%) of current annual pay for full-time employees. The retirement savings plan has a three (3) year vesting cliff which requires three (3) years of continuous full-time service before being 100% vested.

E. Professional Liability

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. Employees shall earn leave credits based upon hours paid according to the following schedule:

0 to 3 years	.06923	18* days if full time
4 years to 7 years	.08077	21 days
8 years to 11 years	.09231	24 days
12 years to 15 years	.10385	27 days
16 years to 19 years	.11538	30 days
20+ years	.12692	33 days

*\*Note: Accumulation of days are estimates for working full-time and forty (40) hours per week.*

2. Employees may accrue up to three hundred and sixty (360) hours which may be carried forward from year to year, but no hours will accrue that would exceed three hundred and sixty (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 (15 minute) 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 three hundred and sixty (360) hours.  
  
In the event of separation from employment of a probationary employee, the employee shall be considered to have no unused leave credits.
5. An annual voluntary leave cash out option is available to eligible staff. Eligible staff who wish to take the cash out option must cash out forty (40) hours while retaining a minimum of eighty (80) hours in their leave bank. This benefit is available to eligible employees once per year on specifically designated pay periods – either the pay period encompassing June 1 or December 1. One (1) cash out is allowed per calendar year. The eligible staff member can take the forty (40) hour cash out as a payment in their paycheck or as a lump sum added to their deferred comp account.

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, 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 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 twenty-four (24) hours 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 Executive 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 Executive Director.
- C. It is the employee's responsibility to maintain a leave balance sufficient to cover all absences from work including illnesses except as outlined in article XXXI-Snow Days. If an employee calls in sick on more than one (1) occasion when they have no leave credits available, that employee shall be subject to progressive discipline.
- D. Holidays
1. Employees shall receive holiday premiums on:
    - New Year's Day
    - Martin Luther King Jr. Day
    - Presidents' Day
    - Memorial Day
    - Juneteenth
    - Independence Day
    - Labor Day
    - Veteran's Day
    - Thanksgiving Day
    - Christmas Eve
    - Christmas Day
    - New Year's EveEither 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, RTWs shall be paid at the holiday rate for hours worked up to a maximum of four (4) hours. There is no holiday pay for time not worked except that any employee who does not work on Christmas Day or Memorial 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.
  4. RTWs 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. 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. Jury Duty

The Employer shall pay an employee's regular salary when an employee is selected for jury duty provided they return to their scheduled work day once released from court services.

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, they will be expected to call the jury board by 5:30 pm (or the time required by the court, if different) the night before they are 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 their shift that day and shall be paid for the shift.

If a night shift employee is called for jury duty, they will be expected to call the jury board by 5:30 pm (or the time required by the court, if different) the night before they are to report for jury duty. If a night shift employee is required to report for jury duty the next morning, they 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.

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 bonafide illness. The Employer shall make every effort to accommodate leave requests. The immediate supervisor shall respond to any requests for leave within five (5) business days, except if the requested leave is more than sixty (60) days away, in which case the Employer shall notify the employee no later than forty-five (45) days from the date of the requested time.

H. 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 twelve (12) months and have worked at least one thousand, two hundred

and fifty (1250) hours in the previous twelve (12) month period. An eligible employee is entitled to a total of twelve (12) workweeks of leave during a twelve (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 five (5) 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
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 three (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 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 healthcare 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.
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 twelve

(12) week entitlement. An employee may request an extension beyond the twelve (12) weeks. Approval shall be at the discretion of the Employer.

6. 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 healthcare provider.

7. Spouses 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.

8. Fringe Benefits During Unpaid FMLA Leave

The Employer shall continue the employee's life insurance, short and long term disability, retirement savings plan contribution, and group health plan for a period of twelve (12) weeks for unpaid family and parental leave providing the employee make their 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 twelve (12) weeks for personal medical leave, the Employer shall continue an employee's life insurance, short- and long-term- disability, retirement savings plan contribution, and group health plan for a period not to exceed six (6) months within the FMLA year, providing the employee makes their contribution by the first of the month.

9. FMLA leave may be extended beyond the twelve (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 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 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 their 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.

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 six (6) months. Any request for such leave shall be given to the Executive 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 their former job.

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

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 will 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 (6) 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 twenty-six (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:

<u>Years of Service</u>	<u>Annual Payment</u>
6 - 9	\$ 500
10 - 13	\$ 600
14 - 17	\$ 700
18 - 21	\$ 800
22 - 25	\$ 900
26+	\$ 1,000

- 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

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 sixty-two cents (\$0.62) per mile for any work-related mileage in a personal vehicle.

- C. Meals and Lodging

1. Employees traveling out of the four (4) 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 - \$15.00 When travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m.  
Dinner - \$30.00 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 (1) 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 ninety-five dollars (\$95.00) plus occupancy 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. When an employee is working on a holiday that occurs at the end of a pay week resulting in the employee working over forty hours, overtime hours shall be paid at the premium pay rate of two (2) times their hourly rate, not the overtime rate of one and a half (1.5) times their hourly rate. There shall be no pyramiding of premium pay. Leave time shall not be considered as time worked for overtime purposes.

E. Mandation Premium

If an employee is required to remain at work more than thirty (30) minutes past the end of their scheduled shift, they shall be compensated at time and one-half (1.5) their regular rate of pay for all time past the end of their regular schedule they are required to stay that day. Hours paid with the mandate premium shall not count toward weekly overtime.

F. 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.

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**

1. If the Employer grants economic increases and/or step increases in any fiscal year from February 1, 2024 through January 31, 2028 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. Any pass through increase mandated by the legislature or Michigan Department of Health and Human Services (MDHHS) will be honored by the Employer. The Employer will notify the Union of the method and application of the monies and will meet with the Union to discuss upon request.
3. A three percent (3%) cost of living adjustment (COLA) shall be made retroactive to the beginning of Fiscal Year 2024

No further salary 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.

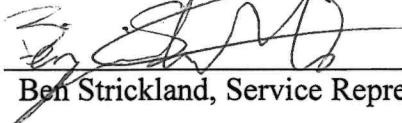
A. Workweek/Payday

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.



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

**FOR THE UNION (2024-2028)**

  
\_\_\_\_\_  
Ben Strickland, Service Representative

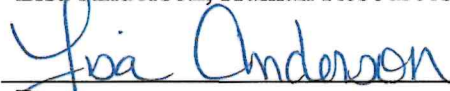
1-23-2024  
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Date:

**FOR THE EMPLOYER (2024-2028)**

  
\_\_\_\_\_  
Nena Sork, Executive Director

1-17-2024  
\_\_\_\_\_  
Date:

Lisa Anderson, Human Resources Manager

  
\_\_\_\_\_  
Date: 1-17-2024