

# **AGREEMENT**

**BETWEEN**

**NORTHEAST MICHIGAN COMMUNITY MENTAL  
HEALTH AUTHORITY**

**AND**

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

**PROFESSIONAL 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 Office & Professional Employees International Union, AFL-CIO AND CLC, Local 459 (hereinafter referred to as the Union).

**II. DURATION**

This Agreement shall continue in full force and effect through 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. DEFINITIONS**

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

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

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

Worksite is the base of operations for a job.

Job is the position held by one employee.

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) day a week services.

**IV. RECOGNITION**

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

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

**V. PROBATIONARY PERIOD**

- A. Newly hired employees are on probation for the first one hundred eighty (180) calendar days of employment. Probationary employees shall receive all rates and benefits defined in the Agreement and shall be covered under all terms of this Agreement, except that the employee may be discharged without cause and 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.

**VI. MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

## **VII. DEFINITION OF EMPLOYEES**

### **A. Full-time Regular Employees**

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

### **B. Regular Part-time Employees**

An employee regularly scheduled to work less than forty (40) hours per week but a minimum of twenty (20) 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 he is replacing a Union employee who is on an approved leave of absence exceeding six (6) months. A temporary employee is compensated by wages only and may work full-time or part-time. Temporary employees shall not be covered by this Agreement.

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

E. Grant-Funded Positions

The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by state, federal, or local government grants or any of its agencies to perform bargaining unit work, such as internships, co-op students, On-The-Job Training Programs and work study students, etc. Such persons shall not be considered employees and shall not be covered by this contract unless specifically required by the funding source and agreed to by the parties. At the option of the Employer, such positions may be filled by regular employees, and this section will not apply.

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

F. Volunteers and Interns

The Employer reserves the right to use volunteers and interns to perform bargaining unit work. They shall not be considered employees or covered under this Agreement. Such persons may be used at any time as long as their use does not cause an employee to be laid off or to have their hours reduced below the regularly scheduled hours.

G. Supervisors Performing Bargaining Unit Work

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

H. Outside Work – Contracting with Employees

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

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

**VIII. UNION SECURITY**

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

- C. The Union shall hold the Employer harmless and free from any liability for any execution of this Article at the direction of the Union.
- D. An employee who shall tender a Service Fee shall be deemed to meet the conditions of this Section and shall not be required to become a member of the Union. Service fees shall conform with state and federal law.
- E. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than ninety (90) days in arrears in payment of dues or service fees.
- F. Pursuant to this Section of the Collective Bargaining Agreement, it is the Union's responsibility to notify the Employer when an employee is delinquent in their 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 their dues or service fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or service fee within thirty (30) days after that notice is received, the Union shall then notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of that notification by the Union, the Employer shall terminate that employee.

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

- G. If any language in this Article is unenforceable under law, that language shall not be enforced unless it becomes lawful to enforce.

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

- A. The Employer shall distribute to each new employee the Membership Application and Authorization for Deduction of Dues. The Union has the responsibility of ensuring the document is completed and returned to Human Resources.
- 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 have each new employee sign the Authorization for Check-Off of Dues or Service Fee form on the date of hire.
- C. Commencing the first full month following completion of the probationary period, an initiation fee shall be deducted from the first pay period of the month and dues or service fee shall be deducted from the

second paycheck of the month. Only one (1) check per month shall be issued to the Union.

- D. 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.
- E. 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.
- F. The Union shall refund to the employees dues erroneously deducted by the Employer and paid to the Union.
- G. 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.
- H. 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.

**X. UNION REPRESENTATION**

- A. The Employer agrees to recognize up to two (2) Stewards and one (1) alternate Steward identified by the Union and notified to the Employer who can represent bargaining unit employees in the investigation and processing of grievances and in other capacities, along with the Union Service Representative where Union representation is called for in the administration of the Collective Bargaining Agreement. The Union will notify the Employer who are Union Stewards and of the Stewards who is designated as the Chief Steward.
- B. The Union shall be permitted to schedule group orientation once a month for thirty (30) minutes. Time and attendance will be paid, excluding mileage.

- C. Release Time  
Stewards shall be allowed to leave their work areas in order to investigate and process grievances only where such investigation cannot be performed outside of working hours and only with the prior permission of their supervisor.
- D. Three (3) employees designated by the Union as the negotiating team shall be recognized by the Employer for the purpose of negotiating any modifications to this Agreement. The negotiating team shall be compensated for time lost in negotiations with management, not including preparation for negotiations. Employees are expected to work their normal schedule prior to the commencement of negotiations and after their conclusion.

**XI. HOURS OF WORK**

- A. The pay period shall be two (2) weeks commencing with the beginning of the first shift which ends on Sunday.
- B. An employee's time worked shall include their travel to and from a field assignment.

**XII. 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.

**XIII. JOB DESCRIPTIONS**

- A. The employer shall provide written job descriptions for each position within each division.
- B. The job description shall include a list of the minimum qualifications for that position 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 at 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. 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.
- F. If an employee believes that their position has been modified by increased requirements to the extent it warrants reclassification to a higher paid classification, the employee shall present a written request for such reclassification with full justification, to their supervisor. If the supervisor believes such request to be meritorious, the supervisor shall meet with the Chief Operations Officer or designee and the employee to discuss reclassification and additional compensation. Such requests shall be made no more than once annually by June 1 of any contract year, and any increase shall be effective the pay period which includes October 1 of the year in which the request was made. Denials by the Employer are not able to be grieved, however, the Union reserves the right to challenge the reasonableness of workload and/or whether any particular piece of work is within the scope of the employee being assigned to it.

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

- A. The Employer subscribes to the policy of corrective discipline. All disciplinary actions shall be with just cause, and penalties shall be progressive where appropriate in light of the nature and seriousness of the offense.
- B. A Union steward shall be made available at the employee's request, in a disciplinary meeting or a meeting which is likely to lead to disciplinary action being taken against the employee.
- C. For informational purposes, copies of disciplinary actions shall be transmitted to the Union 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 substantiated 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. 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 an including discharge without requiring progressive discipline.
- G. Corrective action can be used as the first step of disciplinary action. Corrective action might include instructional memorandum, documented counseling, training, and/or verbal instruction. Corrective actions will not be placed in the employee's personnel file and are not subject to the grievance procedure unless the corrective action is used to support future disciplines. Corrective actions may be used to support future discipline if the subsequent discipline is issued within six (6) months of the corrective action. If a corrective action is used to support future disciplines, the corrective action is subject to the grievance procedure subject to the same timelines as the subsequent discipline.

**XV. GRIEVANCE PROCEDURE**

- A. Whenever an employee or the Union believes that an action by the Employer violates this Agreement, they shall first discuss the matter informally with the immediate supervisor of such employee. In the event the dispute is not resolved then the employee, the Union or the Employer may file a grievance.
- B. **Definition of Grievance**  
A grievance is defined as a written statement, submitted on a mutually agreeable form which sets forth an alleged violation of a specific clause of this agreement, together with the date, time, and place of occurrences (if applicable), and facts sufficient to establish for describing the alleged violation. A grievance must be served within ten (10) business days of the events giving rise to the dispute, or if the event giving rise to the grievance is not known to either the Union or the employee, then within ten (10) days after such events could have been discovered if both were diligent, otherwise such grievance will not be subject to consideration under the grievance procedure, or arbitration. A grievance 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. 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 responses 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) business 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 questions to be presented to the arbitrator, or in the absence of agreement, each party shall provide a written statement of their position as to the question to be presented. The submitting party shall request a panel of seven (7) arbitrators and either party may request an additional panel by notice by the other party.

The arbitrator shall interpret only specific provisions of the agreement as presented to 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 cost of arbitration shall be split equally between the parties except that if the arbitrator deems a grievance to be frivolous or filed for purposes of harassment, 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 except where otherwise stated.

- F. Back Pay

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

## **XVI. SENIORITY**

- A. Seniority shall be defined as the length of an employee's employment in the bargaining unit commencing with the employee's last date of hire into a bargaining unit position. For part-time employees, the seniority date shall be determined by the number of hours paid. Two thousand eighty (2,080) hours shall constitute a year. Seniority for full-time employees shall be adjusted for all time off without pay in excess of six (6) months.
- B. Employees hired prior to the effective date of this Agreement shall also be assigned a seniority date pursuant to a list which has been agreed to by the parties during the course of negotiations.
- C. The Employer shall furnish the Union with an updated seniority list annually, which shall be conclusive unless objected to within thirty (30) days.
- D. An employee will lose seniority and the employment relationship will be terminated for the following reasons:
  - 1. The employee quits or retires.
  - 2. The employee is discharged and the discharge is not reversed under the grievance procedure as contained in this Agreement.
  - 3. The employee is absent for three (3) consecutive workdays without notifying the Employer unless extraordinary circumstances prevent such

notification. After such an absence the Employer shall send written notification to the employee's last known address that 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 the Agreement unless other arrangements are made.
5. The employee fails to return from a leave of absence on the specified date of return and has not been otherwise excused.
6. An employee on layoff status with less than five (5) years of service will lose seniority after one (1) year without being recalled. An employee on layoff status with more than five (5) years of service will lose seniority after two (2) years without being recalled.
7. An employee's leave without pay exceeds six (6) months.
- E. An employee who is promoted or who is permanently transferred to a non-bargaining unit position with the Employer shall have their seniority within the bargaining unit frozen. If said employee returns to the bargaining unit, the employee shall be granted seniority accumulated while in the previous bargaining unit position.

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

- F. A former employee who has been rehired by the Agency may request to have their seniority date "bridged" to include their earlier employment even if a portion of the earlier employment was worked outside 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. The Employee must request consideration for bridging of time in writing and submit the request to the Human Resources Office.

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

- A. All vacant and newly created permanent jobs in the bargaining unit which the Employer wishes to fill shall be posted at every worksite where employees from a Union bargaining unit work for a period of at least five (5) business days in conspicuous places convenient to all bargaining unit employees. The posting shall state the classification, worksite, program, and qualifications needed for the job. An employee interested in the job shall fill out and submit a notice of interest in the job by the deadline set



in the posting. Assignments of work or cases within a job shall not be subject to bid.

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

**XVIII. LAYOFF, BUMPING, RECALL**

A. Definition of Layoff

A layoff means a reduction of employees in the bargaining unit by termination of one (1) or more employees with recall rights.

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

- 1. The Employer shall determine which positions are to be reduced or eliminated. Where there is more than one employee in the same position at the same worksite within a department, the least senior such employee shall be laid off. The Employer shall notify the Union that it intends to lay employees off. The Employer shall give notice to the employee at least fourteen (14) days prior to the layoff, except where the circumstances giving rise to the layoff could not be anticipated by the Employer.

2. The Employer may solicit regular bargaining unit employees regarding any employee's desire to be voluntarily laid off, at the Employer's sole option.

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

D. Bumping

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

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

a. Bump the least senior part-time employee in the same position at the same worksite.

b. Bump the least senior full-time employee in the same position in the bargaining unit.

c. Bump the least senior full-time employee in another position at the same or lower level, provided that the senior employee has the qualifications and ability to perform the job of the junior employee.

d. Bump the least senior part-time employee in another position at the same or lower level, provided that the senior employee has the qualifications and ability to perform the job of the junior employee

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

a. Bump the least senior part-time employee in the same position.

b. Bump the least senior part-time employee in another position at the same or lower level, provided that the senior employee has the qualifications and ability to perform the job of the junior employee.

3. An employee may choose to take a layoff instead of bumping another employee. The employee does not waive rights to recall by choosing the layoff. An employee laid off shall be paid all accrued leave time according to the following schedule:

Laid off less than 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.

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

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

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

## **XIX. SUPPLEMENTARY EMPLOYMENT**

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 occasion when they have no leave time available, that employee shall be subject to progressive discipline.

1. The employee shall request prior written approval of the Executive Director before engaging in any supplemental employment. The Executive Director or designee shall respond within ten (10) business days either approving or 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 workplace.
- B. The Employer will notify the Union if it changes or amends its policy on sexual harassment.

**XXI. WORK RULES**

- A. The Employer shall have the right to make rules and regulations provided such rules and regulations are not inconsistent with the provisions established in this Agreement.
- B. The Employer shall give a written copy of any newly proposed rules, licensing regulations, and personnel policies to the Steward and Local 459 Service Representative.
- C. The Union reserves the right to pursue any available remedy if it believes a work rule is in violation of this agreement.

**XXII. EVALUATIONS, FILES & RECORDS**

- A. The evaluation of the performance of each employee is the responsibility of the Employer.
- B. The performance of all employees shall be evaluated in writing as follows:
  - 1. Employees shall be evaluated in writing at least once each year. A personal meeting will be held with each employee to review 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 upon request to review his personnel file, except for pre-employment reference checks. A representative of the Union may, at the employee's request, accompany the employee in this review.
- E. Evaluations are not discipline. After completion of probationary period, evaluations shall not have impact on right to benefits (such as longevity) or step increases. The contents of an evaluation shall not be subject to the Grievance Procedure. If an employee's evaluation is later used to justify a Disciplinary Action by the Employer, any written comments made by the employee concerning the evaluation shall accompany the evaluation form as appropriate subjects for inclusion in the Disciplinary Proceedings.

- F. Probationary employees shall receive an initial evaluation approximately between ten (10) and twelve (12) weeks of employment and again 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. Special Conferences may be held on matters of a serious and important nature. Special Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement. An agenda shall be submitted in advance of the conference by the party requesting the Special Conference. The Special Conference shall be limited to agenda items.
- B. Neither party is obligated to arrange a Special Conference if the party requesting the conference has requested a conference within the last three (3) months.

### **XXIV. NO STRIKE/NO LOCKOUT**

A. **No Strike**

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge.

B. **No Lockout**

The Employer agrees that it will not lock out employees.

### **XXV. CONTRACTING OUT**

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

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

- A. Employees shall be covered for injuries or illness incurred in connection with assigned work of the agency under the Michigan Workers' Compensation Act.
- B. Absences necessitated as a result of a work-related injury or illness will not result in the adjustment of the seniority date providing the absence from work does not exceed six (6) months.
- C. The Employer shall continue payment of group insurance premiums for a period of six (6) months, providing the employee makes 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) for part-time) may be used. Leave will be credited and accumulated proportionate to the amount of leave actually used.
- E. The Employer shall compensate an employee for any wages lost during the waiting period for Workers' Compensation if the employee is off work due to injury caused by an assault by a client.

An "assault" is defined as an unprovoked or unanticipated attack by a client as decided by both the Chief Steward and the Chief Operations Officer or designee. This decision is not grievable.

**XXVII.****PERSONAL PROPERTY LOSS**

- A. Employees are encouraged to use discretion in the type of clothing, watches, jewelry, etc., worn, thus preventing unnecessary loss or damage to personal property.
- B. Personal property shall be defined as those possessions having a close relationship to one's person including wearing apparel or other personal effects such as glasses, watches, etc., but excluding jewelry.
- C. The Employer shall provide for relief for employees who submit claims for personal property losses.
  - 1. The damage or destruction of property must arise out of, and in the course of, employment and must be a result of gross negligence on the part of the Agency or as a direct result of client-incurred damage.
  - 2. There must be no negligence on the part of the claimant.
  - 3. The type of personal property for which a claim is filed must be consistent with employment of claimant.

4. Reimbursement allowed for clothing items will be adjusted to reflect the age and condition of the article at the time it was damaged or destroyed. Reimbursement is limited to the reasonable replacement cost of the item to a maximum of:

- \$50 for clothing
- \$100 for outerwear
- \$30 for watches
- \$150 for eyeglass frames (excluding lenses)

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

5. 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 a complete auto detail, whichever is necessary, by a vendor of the Agency's choice.
6. 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 OR POSITIONS**

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

#### **XXX. UNION INFORMATION**

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

- B. The Employer may remove any material which 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.

**XXXI. GENERAL**

A. **Past Practices**

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

B. **Waiver**

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

C. **Savings Clause**

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

D. **Headings**

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

**XXXII. TEMPORARY JOBS**

- A. The Employer may temporarily transfer employees to a different job in order to meet the needs of the clients or the Agency. Such a transfer shall not exceed six (6) months. Employees assigned to a temporary position in a different department shall receive one dollar (\$1.00) per hour in addition to their base rate.

- B. An employee temporarily promoted to acting supervisor shall receive an additional two dollars (\$2.00) per hour to their base rate. An employee temporarily assigned to a lower classification shall suffer no reduction in pay.



An employee temporarily transferred shall receive at least the number of hours as they were regularly scheduled to work

- C. If an employee is temporarily assigned to a job at a different worksite, the employee shall receive mileage for the difference between the employee's home and the regular worksite and the employee's home and the new worksite.

### **XXXIII. INSURANCES**

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

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

##### **Options #1:**

Employee Premium Share:

\$500/\$1,000 Deductible

Twenty Percent (20%) Coinsurance

\$3,000/\$6,000 Total Out-of-Pocket Maximum

\$20 Office Call Co-Pay

\$150 Emergency Room Co-pay (waived if admitted)

\$20 Co-Pay for Chiropractic (12 Visits per member per year)

Mammograms paid at 100% and not subject to a deductible

Voluntary Wellness Program Discount

##### **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 (waived if admitted)

Twenty Percent (20%) Co-Pay for Chiropractor (12 Visits per member per year)

Mammograms paid at 100% and not subject to a deductible

The Employer will contribute up to the following amount matching your HSA Contribution; \$1,000 towards the 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;

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

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

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

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).

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.

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

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

**B. Section 125 Plan**

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

**C. Life Insurance**

The Employer shall continue to pay the premium for the group term life insurance for full-time employees with one (1) month of full-time service. The

coverage shall be based upon an employee's annual compensation, excluding overtime.

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

Annual compensation shall be calculated each January 1.

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

D. **Disability**

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

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

Benefits for this plan begin on the first (1<sup>st</sup>) day of absence due to accident or hospitalization and on the eighth (8<sup>th</sup>) day for illness. Benefits shall be equal to sixty percent (60%) of base earnings up to a maximum of one thousand dollars (\$1,000) per week to a maximum of twenty-six (26) weeks. Employees shall be allowed to use accumulated leave to cover the waiting period for short-term disability insurance or to supplement these payments to a limit of ninety percent (90%) of base compensation. The terms of the policy shall control the administration of, and eligibility for, both Short Term and Long Term disability payments.

E. **Retirement Savings Plan**

The Employer shall continue the current retirement savings plan. The plan shall provide an Employer contribution of seven percent (7%) of current annual pay for full-time employees. The retirement savings plan has a three (3) year vesting cliff which requires employees to be continuously employed for three (3) years in order to be one hundred percent (100%) vested. One member of the bargaining unit selected by the bargaining unit shall serve as a trustee of the retirement savings plan.

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

F. **Professional Liability**

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

**XXXIV. PAID LEAVES**

A. **Earned Leave Credits**

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

Hire to 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: The 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 current rate of pay for unused earned leave credits up to three hundred and sixty (360) hours.
5. In the event of separation from employment prior to the completion of their probationary period, the employee shall be considered to have no unused leave credits.

**6. Annual Voluntary Leave Cash Out:**

- a. 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. The employer may require a doctor's statement at the employee's expense if an employee is off work for more than three (3) consecutive days or if the Employer believes the leave is being abused.
3. For illness or injury in the immediate family which necessitates absence from work. Immediate family in such cases shall include an employee's spouse, children, parents, spouse's immediate family, and any persons for whose financial or physical care the employee is principally responsible.
4. By an employee for appointments with doctors, dentists, or other recognized practitioners to extent of the time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
5. Employees shall be allowed twenty-four (24) hours of bereavement leave with pay for the death of a spouse, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, or significant other. Employees will receive the same amount of paid bereavement leave for "step" relations as outlined above (e.g., step-parent). Employees shall receive the same amount of paid bereavement leave for the mother, father, sister, or brother of their significant other who resides with them. Additional leave may be utilized with the approval of the Agency 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. If an employee calls in sick on more than one occasion when they have no leave credits available, that employee shall be subject to progressive discipline.**

**D. Holidays**

1. All employees shall receive paid holidays on:  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Christmas Eve,  
New Year's Eve (four (4) hours for full-time, two (2) hours for part-time employees.  
Either the Friday following Thanksgiving Day or the day following Christmas Day at the option of the employee and with the approval of the supervisor.
2. All full-time employees shall receive eight (8) hours pay on holidays. All part-time employees shall receive four (4) hours pay on holidays except New Year's Eve.
3. If a holiday occurs on a Saturday, the preceding Friday shall be observed as the holiday and if a holiday occurs on a Sunday, the following Monday should be observed as the holiday.
4. An employee who works on a holiday shall receive compensatory time except On-Call Services.

**E. Jury Duty**

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

**F. Benefits While On Paid Leave**

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

**G. Prior Approval**

Employees must secure prior permission for taking leave except in cases of bona fide illness. The Employer may deny requests for leave if the needs of the Employer require. The immediate supervisor shall respond to any requests for

leave within five (5) business days, except a response shall not be required if the requested leave is more than sixty (60) days in the future.

H. **Termination**

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

**XXXV. UNPAID LEAVES**

A. **Sick Leave**

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

B. **Educational Leave**

Educational leave without pay may be granted for an employee up to one (1) year. In order to be eligible for educational leave, an employee must have two (2) years of service with the Employer and agree to remain in the employ of the Employer for a one (1) year period subsequent to 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. Such leave may be taken on an intermittent basis with management approval provided the needs of the Agency can be met.

C. **Military Leave**

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

D. **Personal Leave**

Employees may be granted personal leaves without pay for up to six (6) months. Any request for such leave shall be given to the 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 an employee returns from a leave without pay within six (6) months, the employee shall be returned to their former job.

F. **Maternity Leave**

An employee who becomes pregnant may continue to work as long as she is capable of performing her job. Thereafter, she will be granted maternity leave

without pay. She shall first use all accrued leave, except up to twenty-four (24) hours will remain in the employee's leave bank at the request of the employee. An employee is eligible for reinstatement after delivery as soon as she is capable of performing the work.

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

1. **Sick Leave**

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

2. **Other Leaves**

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

3. **Continuation of Benefits**

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

H. **Extension of Unpaid Leave**

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

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

J. **Family & Medical Leave Act**

1. **Eligibility**

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

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

- a. The birth or adoption of a child or receiving a child for foster care.
- b. The employee's own serious health condition.



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

Serious Health Condition is defined as:

- a. It requires at least an overnight stay in a hospital, hospice, or other residential institution.
- b. It involves an absence from work or other daily activity for more than three (3) days and requires continuing treatment or supervision by a health care provider.
- c. It is a chronic or long-term illness.  
Note: Conditions Not Covered: The regulations note that the legislative history indicates that "short-term" conditions for which treatment and recovery are very brief are not intended to be covered because such conditions would generally be covered by the employer's leave policies.

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

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

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

**2. Substitution of Paid Leave**

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

**3. Foreseeable Leave**

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

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

4. **Spouse Employed by Board**

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

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

The Employer shall continue the employee's life insurance, long-term disability, retirement savings plan contribution, and group health plan for a period of twelve (12) weeks for family and parental leave providing the employee makes 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.

FMLA leave may be extended beyond the twelve (12) weeks at the discretion of the Employer.

6. **Reinstatement**

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

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

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

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

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

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

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

## **XXXVI.**

### **ON CALLS**

#### **A. POOL ON-CALLS**

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

##### **1. Categories of Employees**

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

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

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

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

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

A list of eligible employees shall be developed by the Employer using criteria delegated by the Mental Health Code, Medicaid Provider Manual, and the Agency's contract with the Northern Michigan Regional Entity (NMRE). Inclusion or exclusion from such list shall not be able to be grieved. Non-Union staff may act as On-Call or Back-Up Employees. The Employer may exclude employees who do not have appropriate Mental Illness (MI) experience.

- a. When a vacancy occurs in the On-Call schedule:

- i. The Employer shall make a determination to either leave the position vacant or fill it.
  - ii. Current On-Call employees (from most to least senior) will be offered the option of signing for On-Call hours previously assigned to the former On-Call employee;
  - iii. Hours not selected by current On-Call employees will be offered to all other qualified employees on a first come, first served basis;
  - iv. In the event the Employer is required to mandate an eligible On-Call employee to cover a vacant On-Call shift occurring more than seventy-two (72) hours in the future, the Employer shall mandate the least senior On-Call employee. When the least senior On-Call employee completes their mandated On-Call shift they will rotate to the end of the mandation list and will not be eligible for On-Call mandation until all other On-Call employees have rotated through the mandation list. The next mandated shift will always go to the next least senior On-Call employee.
- b. When an immediate vacancy occurs in the On-Call schedule:
    - i. If an On-Call shift becomes open with seventy-two (72) or less hours' notice, the On-Call employee who picks up the shift will receive a premium of fifteen dollars (\$15) per hour. This open shift will be announced via email to all eligible On-Call employees at once and it will be filled on a first come, first served basis.
  - c. Employees who have an approved vacation that lands on an employee's assigned On-Call day will have their vacation time honored and will not be obligated to work during their pre-approved vacation. Employees shall not be required to find coverage.
  - d. Employees must complete On-Call training with the crisis orientation sheet prior to being placed in the On-Call rotation.

3. **Miscellaneous**

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

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

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

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

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

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

4. **Compensation**

- a. **Evening On-Call** – On-Call Employees shall be paid three dollars and fifty cents (\$3.50) per hour for Evening On-Call for Monday through Thursday.
- b. **Weekend On-Call** – On-Call employees shall be paid four dollars and twenty-five cents, (\$4.25) per hour for Friday, Saturday and Sunday.
- c. **Holidays** – On-Call employees shall receive six dollars and fifty cents (\$6.50) per hour or one hundred and fifty-six dollars (\$156) for a twenty-four (24) hour shift for actual or observed holidays with the exception of Memorial Day or Veteran's Day whereby holiday pay shall be made only for the observed holiday. (For on-call purposes, the day begins and ends at 8:00 a.m.). Employees shall receive the original rate plus one half of the rate for all crisis screens and/or crisis contacts performed on a holiday.
- d. **Pre-admission Screenings** – Back-up and On-call employees shall receive additional compensation of two hundred dollars (\$200.00) for each completed pre-admission screening performed during on-call hours. An employee who begins an assessment but does not complete it for any reason shall receive fifty dollars (\$50) for each assessment begun. Beginning an assessment shall include arriving at the hospital (or any location assessments are performed).

Back-up and On-call employees shall remain in a position to report to NeMCMHA Main Office within sixty (60) minutes (observing all traffic laws) while on-call.

- e. **Agency Hours** – The Employer reserves the right to alter Agency hours, and therefore on-call hours.
- f. If the employee has worked fifty percent (50%) or more Sunday through Thursday, 5:00 p.m. to 8:00 a.m., (phone calls and drive time included) of their scheduled shift, than the employee would be eligible to take eight (8) hours of leave time the next business day (employee may choose to take less leave time if desired). The

Employer will only provide an additional four (4) hours of leave time and employees will be expected to use their own time to be compensated for the remaining four (4) hours. Paid time off will be reimbursed at the employee's current rate of pay. Paid time off must be approved by the ESU Supervisor in cooperation with the employee's immediate supervisor. Paid time off cannot be banked.

- g. Employees shall receive two hundred dollars (\$200) for each face-to-face (including telehealth) crisis contact.
- h. Employees shall receive work time for phone calls exceeding fifteen (15) minutes or more.
- i. Employees shall receive the On-Call rate and an additional two dollars (\$2.00) per hour for each hour they are covering for ACT On-Call.

**B. ACT-ON-CALL**

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

1. All professional employees at the ACT program shall rotate the on-call.
2. Employees shall receive three dollars and fifty cents (\$3.50) for each hour on-call but not responding Monday through Thursday.
3. Weekend On-Call employees shall be paid four dollars and twenty-five cents (\$4.25) for each hour on call but not responding for Friday, Saturday, and Sunday. Employees shall receive the On-Call rate and an additional two dollars (\$2.00) per hour for each hour they cover for the ESU team.
4. Employees shall receive compensatory time at the rate of one (1) hour for each hour responding including phone calls and travel.
5. Employees shall receive six dollars and fifty cents (\$6.50) per hour or one hundred and fifty-six dollars (\$156) per twenty-four (24) hour shift on-call but not responding during holidays. This shall apply to real and observed holidays, except that for Memorial Day and Veteran's Day the holiday payment shall be made only for the observed holiday. The payment for holiday shall be made only to the person whose shift starts on the holiday.
6. An ACT on-call employee who performs a Pre-Admission Screening shall receive the additional compensation called for in A.4.d. above.

**C. Mobile Intensive Crisis Stabilization Services (Mobile ICSS)**

The Mobile Crisis Response Team will provide services to the designated population of children or youth ages zero (0) to twenty-one (21) with Serious Emotional Disturbances (SED) and/or Intellectual/Developmental Disabilities

(I/DD), including autism or co-occurring SED and Substance Use Disorders (SUD), and their parents/caregivers who are currently residing in Alcona, Alpena, Montmorency, or Presque Isle counties and are in need of intensive crisis stabilization services.

1. Children's Services Clinicians shall be assigned a regular on-call schedule by the Children's Services Supervisor. Hours of operation are dictated by the Michigan Department of Health and Human Services.
2. Compensation is outlined in Section A. 4. Compensation.
3. Inclusion or exclusion from the list is at the discretion of the Children's Services Supervisor.

**XXXVII. LONGEVITY**

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

For the purpose 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 longevity.

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

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

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

**XXXVIII.**

**OTHER BENEFITS**

**A. Deferred Compensation**

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

**B. Mileage**

Employees shall be reimbursed at the rate of sixty-two cents (\$0.62) per mile for any work-related mileage in a personal vehicle.

**C. Meals and Lodging**

**Meals**

When out of the catchment area on Agency business, an employee who is traveling a full day will be reimbursed a meal per diem of fifty-five dollars (\$55.00) (including gratuity) – the maximum allowable. A full day would require the employee to be out of the catchment area prior to 6:00 a.m. and returning to the catchment area after 7:00 p.m. If travel does not meet the full day definition, meals will be reimbursed up to the following:

\$10.00 Breakfast  
\$15.00 Lunch  
\$30.00 Dinner

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

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

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

**Lodging**

Lodging costs will be reimbursed by the Agency to staff traveling out of the catchment area on Agency business. The Agency will make arrangements and reservations for the employee, who should give as much advance notice as possible. This responsibility will fall to a designated employee or employees. When made in this fashion, reasonable lodging costs will be reimbursed. Employees whose lodging was not arranged by the Agency will be reimbursed at a maximum rate of ninety-five dollars (\$95.00) plus occupancy taxes.



**Receipts**

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

**D. Employee Assistance Program**

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

**XXXIX.**

**COMPENSATION**

1. If the Employer grants economic increases and/or step increases in fiscal year from 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. A three percent (3%) cost of living adjustment (COLA) shall be made retroactive to the beginning of Fiscal Year 2024.

Any pass through increase mandated by the legislature or Michigan Department of Health and Human Services (MDHHS) will be honored by the Employer per provided eligibility criteria as outlined in rules and regulations. The Employer shall notify the Union within ten (10) days of receiving the eligibility criteria and shall provide the Union with a copy. When a decision is made by the Employer about how they intend to distribute the money, they shall notify the Union and provide the details. The Employer agrees to meet and discuss the decision upon request.

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

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

- C. Once an employee accepts a starting salary it cannot be increased except with mutual agreement of the Union, the employee and the Employer.
- D. An employee who is promoted to a classification with a higher starting salary shall receive an increase of at least twenty dollars (\$20.00) per week. Acquisition of a higher degree shall not constitute a promotion.

- E. Eligible Employees shall receive compensatory time for all hours worked over eighty (80) in a pay period to a maximum accumulation of eighty (80) hours. After eighty (80) hours have been accumulated, no further compensatory time shall accrue. Compensatory time may be earned and used with the approval of the supervisor. Upon separation, an employee shall be paid for any unused compensatory time. Leave time is not considered time worked for compensatory time purposes.
- F. The parties agree that the employees covered by this agreement are professional employees under the Fair Labor Standards Act.
- G. Biweekly paychecks shall be distributed via an electronic payroll system to include direct deposit or a reloadable payroll card by Thursday.


**XL. NOTIFICATION REQUIREMENT**

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

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

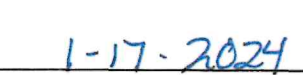
**FOR THE UNION (2024-2028)**

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


  
\_\_\_\_\_  
Date:

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

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

  
\_\_\_\_\_  
Date:

Lisa Anderson, Human Resources Manager

  
\_\_\_\_\_  
Date: 