



COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON • EATON • INGHAM



AGREEMENT
BETWEEN

COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON, INGHAM COUNTIES

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION

LOCAL 459

AFL-CIO

LARGE UNIT

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SECTION 1

BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

This Agreement is entered into this 1st day of October 2024³, between the COMMUNITY MENTAL HEALTH AUTHORITY, CLINTON, EATON AND INGHAM COUNTIES (hereinafter referred to as the "Employer") and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 459, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT: The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations, for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining its services to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective parties at all levels and among all employees.

1.2 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer including the Bargaining Unit described below:

All regular full and part-time employees and special part-time employees of the Community Mental Health Authority, Clinton-Eaton-Ingham Counties, EXCLUDING: All Directors, Associate Directors, Administrators, Physicians, Program Secretaries, Administrative Staff, Volunteers, Confidential and Supervisory Employees, Nurse Practitioners and Registered Nurses, Home Based Workers, Resident Managers, Residential Technicians, , Overnight Technicians, , Work Study Students, and all casual employees [employees normally expected to work less than twenty-five (25) hours per two (2) week pay period as defined in Section 2.1].

The Employer agrees that it is its express intention to staff operations with regular full-time and part-time employees whenever possible and practical for maintaining scheduling flexibility for individual program components. To this extent, the Employer agrees that special part-time and casual employees as described above will not be used to permanently replace the need for regular full-time and part-time Bargaining Unit employees.

1.3 MANAGEMENT RIGHTS

- A. Reserved Rights. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.
- B. Rights Retained. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement or attachments are recognized by the Union as being retained by the Employer.
- C. Rules and Regulations. The Employer shall have the right to amend, supplement or add to its official departmental rules and regulations during the term of this Agreement provided, however, the Employer shall notify the Union in writing, ten (10) working days in advance of such amendments, supplements or additions in advance of their effective date. The Union shall have the right to grieve new or changed rules and regulations within such ten (10) day period only on the basis that the new rule or rule modification is capricious.

1.4 MANAGEMENT SECURITY

- A. No Strike. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of or to the Employer as long as this Contract is in force.
- B. No Lockout. The Employer agrees it will not lock out any of the employees covered by this Agreement.

1.5 UNION SECURITY

Employees may continue membership in or make voluntary application for membership in the Union. Membership is voluntary and employees may resign membership at any time by sending written notice to the Union. After resignation of membership, any further obligation is limited to paying dues and/or service fees in accordance with the Application.

- A. Resignation of membership. Resignation of membership does not relieve an employee of any obligation to continue to pay dues to the Union until such time the employee revokes authorization for deductions in accordance with the restrictions below.
- B. Extent of Representation. An employee who not in good standing as a member of the Union or who has not paid a service fee as provided in this Section 1.5 shall be represented by the Union only to the extent required by law. Any failure to meet any of the timelines outlined in Section 1.9 Grievance Procedure due to meeting the applicable legal requirements shall be the sole responsibility of the grievant.
- C. Michigan Public Act 349. Effective October 1, 2015 as a result of Michigan Public Act 349 of 2012, the provisions of this Section that previously required membership in good standing or payment of a service fee as a condition of employment are no longer applicable except with regard to any work, or in any other circumstance, in which the provisions of Michigan Public Act 349 of 2012 would not apply or be controlling. The Union and Employer agree that if, during the term of this Agreement, Michigan Public Act 349 of 2012 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the former Section 1.5 effective during the term of the 2013-2015 Collective Bargaining Agreement between the parties shall replace the provisions of this Section 1.5 in their entirety and shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

1.6 UNION DUES

- A. Payment by Check-off. Employees may tender the Membership Dues or Service Fee agreed upon with the Union by signing the Authorization for Check-off of Dues or Services Fee form and submitting it to the Payroll/Benefits Department of the Community Mental Health Authority, Clinton, Eaton, and Ingham Counties.

The Employer has disabled the function for employees to self-manage Union Dues within the Connect system.

- B. Check-off Forms. During the life of this Agreement, and in accordance with the terms of the Form of Authorization of Check-off of Dues or Service Fee, the Employer agrees to deduct Union Membership Dues or Service Fee levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed

the Authorization for Check-off of Dues or Service Fee form. If the form is not properly completed, the Finance Department shall return the form to the Union's President promptly with the reasons therefore. No deduction shall be made until a properly completed form is received. Such form shall be effective with the first full pay period following receipt of the form.

All forms currently on file as of September 30, 2015 shall continue to be honored by the Employer unless revoked in accordance with the provisions of this section.

No other form or other information regarding dues or service fees shall be provided by the Employer unless by mutual agreement or unless an employee has a specific request for information about dues, service fees or check-off.

This voluntary assignment authorization shall apply until revoked. This authorization and direction shall be automatically renewed for successive periods unless signed written notice of its revocation is given by the employee to the Payroll/Benefits Department and the Union. Such revocation shall become effective with the first full pay period following revocation.

Employees will complete and sign the Check-off Forms authorizing the Employer to deduct Union Dues in accordance with Contract Language.

The Union will collect Check-off Forms from employees and submit the Check-off Forms once per week via email to Payroll-Benefits.

The Employer will return incomplete Check-off Forms once per week via email to the Union.

The Union will review reports for Union Dues sent each payroll for accuracy. If an employee is not on the most recent Union Dues report, and the Union has a completed Check-off Form for the employee, it is the responsibility of Union to provide the form to the Employer (Payroll-Benefits Department) for processing with the next weekly email to Payroll-Benefits.

- C. When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues or Service Fee forms shall become effective with the first full pay period following authorization or upon completion of probation whichever is later. Dues or service fees shall be deducted from each pay. Monthly dues or service fees shall be converted to a per pay period amount.
- D. Remittance of Dues to Financial Officer. Deductions for each payroll shall be remitted to such address designated to the designated financial officer of the Office and Professional

Employees International Union, Local 459, with a list of names of all employees for whom deductions have been made no later than five (5) calendar days following each payroll in which they were deducted. The Employer will attempt to remit deductions to the Union by five (5) calendar days following the date that deductions are made. The remittance will be deemed correct if the Union does not give written notice to the Payroll/Benefits Department within one (1) calendar week after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

E. Additions and Separations. The Employer shall notify the Financial Officer of the Union of the names and addresses of employees who, through a change in their employment status or other circumstances, are no longer subject to deductions and further advise said Financial Officer by submission of a list of all new hires since the date of submission of the previous pay period's remittance of dues.

F. Delinquent Dues or Service Fee. It is the Union's responsibility to notify the Employer when an employee is delinquent in their payment of dues or service fee. Upon presentation of appropriate documentation showing that the dues or fees are due and payable, the Employer shall collect and remit such dues and fees as may be legally withheld from the compensation paid to the employee whose dues or fees are due.

The Union, at its option, may choose to pursue legal remedies for an employee who is in non-compliance rather than requesting the Employer to assist in collection.

G. Disputes Concerning Payment of Dues or Service Fee Membership. Any dispute arising as to an employee's membership in the Union or payment of dues or service fee shall be reviewed by the designated representative of the Employer and a representative of the Union, and if not resolved, may be placed at Step 3 of the Grievance Procedure.

Employees who wish to stop Local 459 Union Dues from being deducted will need to reach out via email to the Employer (Payroll-Benefits Department) as well as the Union to provide notice of their intent to stop Union Dues deductions.

H. Indemnification. The Union shall defend, indemnify and save the Employer harmless against any and all claims, suits, judgments or other forms of liability arising out of the deductions from an employee's pay of Union dues or an equivalent Service Fee.

I. Collection. The Employer shall check off only obligations that come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. The Employer will not be responsible for refund to the employee if ~~they/she~~ they have duplicated a check-off deduction by direct payment to the Union. The Employer will not be responsible for payment to the Union for any outstanding Union Dues or Service Fees for any reason.

- J. Changes. Any changes in the Dues or Service Fee amounts will be provided by the Union, in writing, to the Chief Human Resources Officer with a copy to the Finance Department at least thirty (30) days prior to implementation.
- K. New Hire Orientation. The Union shall be allowed to make a presentation to new employees who are part of the bargaining unit covered by this Agreement during the new hire orientation for no less than a fifteen (15) minute period. The Union may provide new employees a Voluntary Application for Membership and Authorization for Check-Off of Dues or Service Fee Form. If requested by the Union, the Employer will include for new employees an Authorization for Check-Off of Dues or Service Fee Form with the other forms that are provided (e.g., W-4 forms, insurance enrollment forms, etc.).

The Union is granted time at each weekly New Hire Orientation to distribute and collect Check-off Forms.

If the Union is not present for a New Hire Orientation, it will be the responsibility of the Union to reach out to employees to provide them with information and Check-off Forms for membership. The Union will then submit any completed Check-off Forms as part of the next weekly email to Payroll-Benefits.

1.7 WRITTEN AGREEMENTS

- A. Binding Agreements. There are no Agreements which are binding on any of the parties other than the Written Agreements enumerated or referred to in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing by the parties.
- B. Conflicting Agreements. Any Written Statement or Verbal Agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.
- C. Copy of Agreement. Each Bargaining Unit employee and any new hire shall be provided access to this agreement on the CMHA-CEI Intranet.

1.8 NON-DISCRIMINATION

- A. Employer Non-Discrimination. The Employer agrees to provide Equal Employment Opportunities to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, sex, age, marital status, religion, height, weight, national origin, sexual orientation, gender identity, political

affiliation, or handicap which is unrelated to the individual's ability to perform, with or without accommodations, the duties of a particular job or position. In addition, the Employer agrees to post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

- B. Union Non-Discrimination. The Union agrees that with regard to membership and Union activities, it will not discriminate because of race, color, sex, age, marital status, religion, height, weight, national origin, sexual orientation, gender identity, political affiliation, or handicap which is unrelated to the individual's ability to perform, with or without accommodations, the duties of a particular job or position.
- C. Diversity Initiative. The Employer shall have a diversity initiative. A Joint Committee shall be established to work on the diversity initiative. The Union shall appoint three (3) persons to this Committee. Employees serving on the Committee shall be paid for any time spent during their normal work schedule attending diversity initiative Joint Committee meetings.

1.9 GRIEVANCE PROCEDURE

- A. Purpose. The purpose of the Grievance Procedure set forth in this Section is to provide an orderly procedure for settling disputes concerning the application and/or interpretation of this Agreement.
- B. Definitions.
 - 1. A "Grievance" is defined as an alleged violation of a specific provision of this Agreement, its interpretation or uniform application for all Bargaining Unit employees.
 - 2. The term "Employee" may include an individual or group covered by this Agreement, and may involve a "Class Action" general Grievance.
 - 3. The term "days" shall mean Monday through Friday inclusive, excluding all holidays recognized in this Agreement.
 - 4. The "Grievant" is the employee or employees making the claim of a violation of this Agreement.
 - 5. Any general Grievance involving a class action will spell out the specific liability to the Employer as sought by the Union. Any and all liability will be limited thereto.
- C. Procedure.

1. The time limits provided in this Section (1.9) are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be waived at any step by mutual agreement between the Union and the Chief Human Resources Officer, or their designee. Such agreement shall be in writing and the extent of such waiver specified.
2. No Grievance shall be considered if it is not submitted, in writing, within ten (10) days from the date of its occurrence, or knowledge of its occurrence.
3. Any Grievance not answered within the time limits, by the Employer, shall automatically be referred to the next step in the Grievance Procedure, provided written notice has been given by the Union that the Grievance has moved to the next step.
4. Any Grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
5. Any Grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation.
6. A copy of the Grievance response shall be submitted to the Chief Human Resources Officer or their designee, at each step of the process.
7. A Grievance shall not be considered unless submitted or appealed specifically by the Union within the time limits specified. Therefore, individual or group Grievances without written Union representation shall not be considered.
8. Any step in the Grievance Procedure may be waived upon the written mutual agreement of the Union and the Chief Human Resources Officer.
9. During Steps 1 and 2, the Grievant(s) may be represented by no more than two (2) Union representatives, only one (1) of which may be a Union representative employed by CMHA-CEI. During Steps 1 and 2, the Employer may be represented by no more than two (2) Management representatives, in addition to the Supervisor and Program Director. Beginning with Step 3 and for the remainder of the Grievance process the Grievant(s) may be represented by no more than one (1) Union representative employed by the Community Mental Health Authority.

D. Steps in the Grievance Procedure:

1. An employee shall discuss the Grievance with their immediate supervisor as soon as possible after the occurrence of the event giving rise to the Grievance. (Should the Grievance arise out of a bid for another internal position, the employee shall have met the first step requirements if they/she they discuss they/she their concerns with either the hiring Coordinator or Supervisor, or the Human Resources Department.) If the employee, after discussing the Grievance with they/she their immediate supervisor, still believes a violation exists they/she they shall submit a written Grievance within ten (10) days of the occurrence or knowledge of the occurrence of the event causing the Grievance. The Grievance form shall be in duplicate with one copy going to the supervisor and the other staying with the Grievant. The written Grievance must be delivered to the supervisor within the above time limit. The supervisor must respond in writing to the Grievance within five (5) days after receipt of the written grievance.
2. If the Grievance is not resolved at Step 1, the employee may submit the Grievance in writing to the Program Director, within five (5) days after receipt of the response from the Supervisor. The Program Director shall meet with the Grievant and they/she their representative in an effort to settle the grievance within five (5) days of receipt of the Grievance. The Program Director shall respond in writing within five (5) days after this meeting.
3. If the Grievance is not resolved at Step 2, the employee may submit the Grievance, in writing, to the Chief Human Resources Officer, or they/she their designee, within five (5) days after receipt of the response from the Program Director. The Chief Human Resources Officer, or they/she their designee, shall meet with the Grievant and they/she their representatives in an effort to settle the Grievance within five (5) days of receipt of the Grievance. Within five (5) days of this meeting, the Chief Human Resources Officer, or they/she their designee, shall respond, in writing, with they/she their disposition of the Grievance.
4. If the Grievance is not resolved at Step 3, the employee may submit the Grievance, in writing, to the Human Resources Committee of the Community Mental Health Authority within five (5) working days of the Chief Human Resources Officer's response. A copy shall be submitted to the Chief Human Resources Officer. The Human Resources Committee, at its next regularly scheduled meeting, shall meet with the Grievant and they/she their representatives in an effort to resolve the Grievance. Within five (5) days of this meeting the Human Resources Committee shall respond, in writing, with their disposition of the Grievance.
5. If the Grievance is not satisfactorily resolved at Step 4 and the Union wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the response in Step 4, file a Demand for Arbitration with the Employer.

- a. Arbitration Panel. The Union and the Employer agree to maintain an arbitration panel consisting of four (4) mutually agreed upon arbitrators for the purpose of hearing all grievance arbitration cases brought under this provision. For the initial term of the Agreement the four (4) arbitrators shall be agreed to prior to the signing of the Collective Bargaining Agreement and shall be included in a separate letter of understanding.

Each arbitrator on the panel shall be assigned a grievance arbitration on an alternating basis, beginning with the first arbitrator on the list. If an arbitrator on the panel is not able to hear a Grievance arbitration case as prescribed in this Agreement, the next arbitrator on the list of arbitrators shall be assigned the case. If all such Arbitrators on the list are unable to hear the case, the case shall be assigned to an Arbitrator through the American Arbitration Association. The arbitration panel shall remain in effect for a period of six (6) months. Either party may remove a name from the list with a written notice to the other party at least ten (10) days prior to the expiration of such six (6) month period. An arbitrator who is removed from the arbitration panel shall be replaced by an arbitrator mutually selected by the Employer and the Union. If no notice is given, the list will continue for successive six (6) month periods. The proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

- b. Binding Decision. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The Arbitrator shall make a judgment based upon the express terms of this Agreement, and shall have no authority to add to, subtract from or modify any of the terms of this Agreement. With regard to any grievance involving a classification change, the Arbitrator is limited to making a judgment only on whether or not the Employer's decision to change the classification was arbitrary or capricious.

The expenses for the arbitrator shall be shared equally between the Union and the Employer. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

- c. Combining Grievances. When more than one (1) Grievance involves a similar issue, they may be considered under one (1) Arbitration proceeding.

1.10 SENIORITY

A. Definitions.

1. Seniority for regular full-time and part-time employees shall mean the status attained by length of employment within the Bargaining Unit.
2. Seniority for special part-time employees shall mean the number of hours worked within the Bargaining Unit, or as a casual employee in a classification covered by the Bargaining Unit (overtime hours shall be counted as straight time for Seniority purposes). Seniority for special part-time employees shall be converted to a daily, weekly, or yearly equivalent based upon forty (40) hours equaling one (1) week, eight (8) hours equaling one (1) day, and two thousand eighty (2,080) hours equaling one (1) year.
3. Seniority of special part-time employees will be updated at the end of each calendar quarter, and shall then remain in effect until the end of the next calendar quarter.
- ~~4. Seniority for school based employees shall mean the status attained by length of employment within the Bargaining Unit. A school based employee who is awarded a non-school based position shall be prohibited from bidding on a school based position for the next twelve (12) months.~~
4. Seniority for all employees shall be on an Employer-wide basis.

B. Seniority After Probation. Employees who have successfully completed the Probationary Period shall be entered on the Seniority List and shall rank for seniority from their most recent date of hire into the Bargaining Unit.

C. Seniority Upon Return to Unit. Employees who leave any Community Mental Health Authority-OPEIU Bargaining Unit and remain with the Employer shall, upon return to the Bargaining Unit, retain Seniority accrued while in any OPEIU Bargaining Unit of the Employer.

D. Transfer Seniority. Employees who transfer into the Bargaining Unit from any other OPEIU Bargaining Unit with the Employer shall retain any seniority gained while in that previous Bargaining Unit.

E. Returning to Unit. An employee returning to the Bargaining Unit from a non-Bargaining Unit position shall be returned only to a vacant or new position or a position filled after application of the promotion/transfer provision of the Agreement, except as otherwise provided in Section 2.3.I of this Agreement. An employee who leaves the Bargaining Unit

for a non-Bargaining Unit position shall, upon returning to the Bargaining Unit, retain Seniority accrued while in that Bargaining Unit.

1.11 SENIORITY LIST

- A. List. The Seniority List on the date of this Agreement shall show the Names and Job Titles of all employees in the unit entitled to Seniority.
- B. Update. The Employer shall keep the Seniority List up to date on a regular basis and shall provide the Union with one (1) up-to-date copy at least every three (3) months.
- C. Newly Hired/Terminated Employees. The Employer shall provide the Union with a list of newly-hired and terminated employees at least every thirty (30) days.
- D. Tie-Breaker. Employees who are hired on the same date (or who otherwise have the same seniority date) shall be placed on the list with the employee who has service time as a casual employee listed first. If both employees have experience as a casual employee, the employee whose date of hire as a casual is earliest shall be considered most senior. If neither employee has time as a casual employee, the employee that has the highest sum when each individual digit of the employee's social security number is added together. If the sums are equal, the first individual digit moving from left to right will be eliminated and the remaining individual digits shall be added together. If the sums are still equal, an additional individual digit moving left to right shall be removed and the remaining individual digits shall be added together until one employee has a higher sum than the other. The employee with the highest sum shall be listed first.

1.12 LOSS OF SENIORITY/EMPLOYMENT

- A. Employees shall lose their job and seniority for any of the following reasons:
 - 1. Resignation.
 - 2. If discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - 3. Retirement.

4. Have been laid off for a period of time equal to the Seniority that they had at the time of their last day worked, or two (2) years, whichever is the lesser. However, an employee who has completed ~~his/her~~ **their** Probationary Period shall not lose ~~his/her~~ **their** Seniority if ~~his/her~~ **their** layoff is for a period not exceeding twelve (12) months.
5. Are absent from work, including but not limited to, the failure to return to work at the expiration of a leave of absence, vacation, disciplinary layoff, for three (3) consecutive days without notifying the Employer, unless the reason for failure to notify the Employer within three (3) day limit is due to circumstances beyond the control of the employee.
6. Do not return to work when recalled from a layoff as set forth in the recall procedure.
7. Have their State of Michigan License such as, but not limited to Psychology, Social Work, Nursing, etc., revoked due to malpractice or unethical behavior.
8. In proper cases, the Employer may make exceptions to benefit the employee upon mutual agreement between the Union and the Chief Human Resources Officer.

1.13 SPECIAL CONFERENCES

- A. Arrangement. Special conferences for important matters shall be arranged between the Union and the Chief Human Resources Officer upon the request of either party. Such meetings shall be between no more than three (3) representatives of the Union and three (3) representatives of the Employer. A maximum of two (2) of the Union representatives employed by **CMHA-CEI** may attend the Special Conference without loss in pay. Any additional representatives at such meetings may be permitted upon mutual agreement of both parties.

Arrangements for Special Conferences shall be made in advance and an agenda shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those on the agenda.

- B. Purpose. Special Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement.
- C. Preliminary Meetings. In the event that Union employees desire to have preliminary meetings for a Special Conference, such meetings shall be held outside the Employer's premises and outside of their normally scheduled work hours.

- D. Pay. Special Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., and may be limited to one (1) conference per month, and two (2) hours in duration without loss of pay for a maximum of two (2) Union representatives employed by CMHA-CEI. Additional conferences may be held subject to the mutual agreement of the parties.

1.14 TREATMENT DECISIONS

- A. Procedure #3.6.19, Clinical Decision Making System **Structure** and **Process** Procedure #3.6.23B ~~2.4B~~, Clinical Review and Resolution Process, addresses how employees with concerns regarding treatment decisions and safety may resolve disputes.

B. Non-Acute Pathway

While a variety of diagnostic and treatment issues can present as referrals for clinical review, in practice, level of care determinations and placement issues are the most common reasons given for requesting a special staffing or clinical review. These requests can typically be handled in the established “non-acute” manner. The usual steps in this process include:

1. Identification and definition of the problem.
2. Preliminary discussion involving at least the primary clinician and the team coordinator.
3. If no adequate resolution is reached, then a special staffing involving the entire team at the next scheduled team meeting may be called (typically within one week) at the discretion of the team coordinator.
4. If no adequate resolution is reached at the team level, the problem will then be referred to the next scheduled meeting of the program’s client care monitoring committee (CCM) or the Service Review Committee (SRC) typically within one month.
5. If no adequate resolution is reached at the program CCM level, appropriate supervisor, Program Director and the program’s chief psychiatrist will be consulted for their input.
6. If no adequate resolution is reached at this level, the problem will then be referred to a board-wide client care monitoring committee.
7. If no adequate resolution is reached at this level, the problem will be resolved by the Medical Director.

C. Acute or Expedited Pathway

On occasion, the non-acute pathway will prove too cumbersome and slow-moving to address a more acute clinical problem. The typical situation where this pathway is likely to be most useful is when:

- a consumer presents a more acute or potential danger to themselves or others
- the stability of their mental status is at significant risk, but not imminently so.
- the consumer poses an immediate significant physical threat to the staff member

The steps in this acute or “expedited” pathway process include:

1. Identification and definition of the problem.
2. Preliminary discussion involving at least the primary clinicians and the team coordinator.
3. A determination (agreement of the primary clinicians and the coordinator cannot be reached), is made that the problem cannot be adequately managed through the usual, non-acute pathway.
4. If no adequate resolution is reached at this level, the Program Director, appropriate Supervisor and Chief Psychiatrist will be consulted.
5. If no adequate resolution is reached at this level, the Medical Director will be consulted and will make the final decision.

There are no clear time lines for determining the resolution of an acute problem, but it is possible that this pathway could be activated and brought to a conclusion quickly, in as little as one day, depending on the acuity of the problem.

1.15 PROGRAMS

Except as specifically modified by other provisions of this Agreement, the term "Program" shall mean any one of the following Programs operated by the Employer:

1. Adult Mental Health Services.
2. Community Services for the Developmentally Disabled.
3. ~~Substance Abuse Services~~ **Integrated Treatment Recovery Services**
4. Families Forward.
5. General Administration.

Each of the five (5) operations listed above is considered to be a separate program.

1.16 UNLAWFUL HARASSMENT

It is the intent of the Employer and the Union to create and maintain a work environment free of harassment and unduly offensive behavior. Therefore, the Employer and the Union jointly support a workplace free of any and all harassment, including but not limited to, sexual harassment, personal harassment or harassment of a protected class.

Harassment prohibited by this section must be distinguished from conduct or communication that, even though unpleasant or disconcerting, is not inappropriate in the context of carrying out instructional, advisory, counseling or supervisory responsibilities.

Employees are encouraged to report alleged harassment to a Union representative, a representative of management, or the Chief Human Resources Officer or ~~his/her~~ **their** designees. Both the Union and the Employer shall make a good faith effort to keep one another informed of the status of the complaint.

SECTION 2

EMPLOYMENT RELATIONSHIPS

2.1 DEFINITION OF EMPLOYMENT STATUS

- A. Definitions. Upon employment, each employee shall be assigned to one (1) of the following classes:
1. Regular Full-Time Employees. A regular full-time employee is one whose schedule of work usually consists of forty (40) hours per week and whose term of employment is expected to be six (6) months or longer in duration.
 2. Regular Part-Time Employee. A regular part-time employee is one whose schedule of work usually consists of less than forty (40) hours per week but at least twenty (20) hours per week and whose term of employment is expected to be six (6) months or longer in duration.
 3. Special Part-Time Employee. A special part-time employee is one who works one thousand eight hundred (1,800) hours or more in a three (3) year time period. Should a special part-time employee work less than four hundred sixteen (416) hours in a calendar year, they shall lose their special part-time status. If a special part-time employee is on an approved leave of absence, the time on the leave of absence shall be subtracted from the calendar year and the four hundred sixteen (416) hours prorated. In addition, regular employees who transfer to a special part-time position and who work less than 104 hours in the first full calendar quarter as a special part-time employee shall lose their special part-time status. Overtime hours shall be counted as straight time for the purposes of determining special part-time employee status. Hours worked, calculated on this basis, shall also be used for measuring other time frames in the Collective Bargaining Unit with respect to special part-time employees, except as otherwise expressly provided in this Agreement.
 4. ~~School Based Employees. A school based employee is one who is assigned to work at a school and whose work schedule is affected by the schools' calendar of working days. The only school based employees as of October 1999 are Student Assistance Providers.~~
 4. Casual Employee. A casual employee is an employee that has not worked sufficient hours to qualify as a special part-time employee. Casual employees shall be

compensated in wages only and shall not be covered by the provisions of this Agreement.

5. Temporary Employee. A temporary employee is one whose term of employment shall not exceed six (6) months. However, an individual may be hired as a temporary employee for more than six (6) months if ~~they/she~~ **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.

If a temporary employee works in excess of six (6) months or if a special part-time employee is in one (1) temporary position in excess of six (6) months, unless such employee is replacing a regular employee who is on an approved leave of absence, the position shall be posted as a regular full-time or part-time position and filled in accordance with the procedure in Section 2.3.

The Employer may not fire a temporary employee and immediately rehire the same individual for the purpose of continuing the individual in a temporary status to avoid placing said individual in the Union. Special part-time employees may be placed into temporary positions and retain their status as a special part-time employee.

B. Probationary Period.

1. Each new regular employee hired into the Bargaining Unit shall be classified as a probationary employee for the first ninety (90) calendar days of such employment for full-time employees or for the first one hundred twenty (120) calendar days of such employment for part-time employees. Employer shall have the right, by written notice to the employee and to the Union Representative prior to the end of this initial Probationary Period to extend the Probationary Period. The accumulated Probationary Period shall not be for more than one hundred eighty (180) calendar days.
2. Each employee transferred into the Bargaining Unit who has previously completed a probationary period as Union or non-Union regular employee (permanent employment at 20 hours or more per week) shall complete a trial period defined in Section 2.3.G.
3. Each employee transferred into the Bargaining Unit who has not already completed a formal probationary period shall be classified as a probationary employee for the probationary period and any extension as set forth in sub-paragraph 1. The accumulated probationary period shall not be for more than one hundred eighty (180) calendar days including time worked by the employee prior to being

transferred into the Bargaining Unit, with the exception that any employee transferred into the Bargaining Unit will be on probation for a minimum of ninety (90) calendar days or one hundred and twenty (120) calendar days for a part-time employee.

4. The notice extending the probationary period shall state the additional period of time the employee shall remain in the probationary status. Any extensions of the probationary period shall not be subject to the grievance procedure.
 5. In the case of a probationary period for a special part-time employee, the employee must satisfactorily work one thousand eight hundred (1,800) hours in a period of time of three (3) years or less.
 6. A regular employee who has already completed a probationary period and who transfers to a special part-time position shall be considered to have already completed the probationary period.
 7. Employees disciplined, terminated or laid off during an initial probationary period shall not have recourse to the grievance procedure. Employees that have not completed an initial probationary period can be terminated from employment with or without cause during the probationary period and such actions shall not be subject to the Collective Bargaining Grievance and Arbitration Procedure.
- C. Notwithstanding the above provisions or any other provision of this Agreement to the contrary, no benefit shall be afforded to any employee when the Employer's contractual arrangement with a third party for said benefit does not cover said employee. However, the Employer agrees that when changing insurance carriers that the basic provisions and levels of benefits as constituted will not be lowered.
- D. Notwithstanding the above provisions or any other provision of this Agreement to the contrary, no existing contractual arrangement shall be affected by this Agreement.

2.2 SUBCONTRACTING CLAUSE

- A. **Subcontracting.** The Employer shall have the right to subcontract work if and when, in its sole and absolute judgment, it does not have the available or sufficient manpower, proper equipment, capacity or ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by Bargaining Unit employees on an efficient and economical basis.

- B. Meeting. If the Employer plans to subcontract work normally performed by Bargaining Unit employees, the Employer shall meet with the Union to discuss the planned subcontracting and explore alternative solutions. The Employer, to implement subcontracting, must give the reasons for subcontracting to the Union. The reasons for subcontracting must be as noted in Paragraph A of this Section.
- C. Eliminated Positions. If existing positions are eliminated due to subcontracting work, the Employer agrees to the following:
1. The Employer will make a good faith effort to secure employment with the contractor for employees who lose positions with the Employer due to a Subcontract Agreement.
 2. If unable to secure such employment, the Employer will place affected employee(s) in another Community Mental Health Authority position(s) if the employee(s) meets the minimum qualifications for such position(s) and a vacancy exists in the position(s).
- D. New Services. If the Employer plans to subcontract new services normally performed by Bargaining Unit employees, the decision shall be made according to the process outlined in Appendix J.

2.3 VACANCIES AND NEWLY CREATED POSITIONS

- A. Filling Job Vacancies. This Section only applies to Large, Residential and RN Bargaining Unit positions. It is the intention of the Employer to fill Large Bargaining Unit job vacancies from within the Large, Residential and RN Bargaining Units whenever possible; however, providing the highest quality consumer care is of utmost importance. Therefore, the parties to this Agreement recognize the necessity to hire, promote, and/or transfer the most qualified applicant into a vacant position with the intention of providing the highest quality consumer care.

A job applicant not in one of the Bargaining Units may be selected for a vacant position, except when one or more Bargaining Unit employees apply for such vacancy and have qualifications which are relatively equal to or greater than the qualifications of the applicant not in one of the Bargaining Units. If one or more applicants from within the Large, Residential or RN Bargaining Units have qualifications relatively equal to or greater than non-Bargaining Unit job applicants, the position shall be filled from within by selecting the most qualified Bargaining Unit applicant. In such instances where the vacant position is going to be filled from within one of the Bargaining Units and the qualifications of the Bargaining Unit job applicants are relatively equal, the position will be awarded to the most senior employee. When determining whether or not qualifications are relatively equal, the

factors described in subsection C below shall be utilized. Disputes as to the selected applicant shall be subject to the grievance procedure, except an employee may not grieve in cases when the selected employee has more seniority than the Large Unit applicant. If a Large Bargaining Unit employee applies for a position within the Residential or RN Bargaining Units and that position is awarded to someone with less seniority than the Large Unit applicant, the Large Unit employee may dispute the selection in accordance with the criteria specified in Section 2.6 of the Residential Collective Bargaining Agreement or Section 2.3 of the RN Collective Bargaining Agreement, through the grievance procedure outlined in Section 1.9 of the Large Unit Collective Bargaining Agreement.

The Employer shall fill Bargaining Unit vacancies no later than sixty (60) calendar days after a Large, Residential or RN bargaining unit applicant accepts the position. If a position has not been posted within six (6) months after being vacated, the Director or designee shall provide written notice to the Human Resources Department and the Union. The written notice shall include a brief explanation and an estimate of when it will be posted, if applicable. No notice shall be required if the Employer has announced a hiring freeze in writing or if vacant positions are being held for upcoming layoffs to resolve a budget deficit identified at a joint labor/management Budget Development Advisory Group meeting that applies to that position's program as defined under Section 1.15.

B. Employees Excluded.

1. The Employer may exclude from consideration, for a vacant position, any Large, Residential or RN Bargaining Unit employee who has been formally disciplined in the twelve (12) months prior to the initial date of the job posting. Formal discipline is defined as a verbal warning or more serious disciplinary action, documented in writing that is placed in an employee's official personnel file.
2. The Employer shall have the right to exclude from consideration for a vacant position an employee who has been employed in a Bargaining Unit position for less than twelve (12) months when selection of such employee would result in a lateral transfer.
3. Whenever a Large, Residential or RN Bargaining Unit employee is selected for a vacant position which results in a lateral transfer, such employee may be excluded from consideration for future vacancies which result in a lateral transfer for a minimum of twelve (12) months from the date of the initial Lateral Transfer.
4. The Employer shall have the right to exclude from consideration for a vacant position an employee who has been employed for less than twelve (12) months in a Bargaining Unit position that is a contract or grant funded position when selection of such employee would result in a lateral transfer.

- C. Qualifications. Qualifications as used herein shall be defined as possessing the necessary prerequisite skills and abilities as contained in the job posting to satisfactorily perform the required work after a reasonable training period. The factors to be used to determine the most qualified job applicant include the following: Experience, education, work record, work skills, interviews, clinical knowledge and skills, oral and written communication skills, and demonstrated good judgment when appropriate.
- D. Job Postings. All vacancies for positions covered under this Agreement shall be posted in conspicuous places convenient to employees for a period seven (7) calendar days. The Employer retains the right to extend job postings and re-post vacant positions for up to seven (7) days past the original ending period of such postings. The Employer and the Union may mutually agree to further extend job postings or re-post vacant positions; however, the Employer may re-post without consulting the Union those positions where no Union member met the posted job requirements. In the event the Union believes one of its members met the posted requirements, the Union may grieve the Employer's right to re-post. Notice of vacancies sent to agencies and locations which are not part of CMHA-CEI's operations will not precede the internal posting.
- E. Unit Applicant Interviews. The Employer is only obligated to consider Large, Residential or RN Bargaining Unit applicants for job vacancies who apply, in writing, during the seven (7) day posting period or any extension thereof. The Employer agrees to grant an initial interview to Large, Residential or RN Bargaining Unit employees who apply for the job vacancy, in writing, and meet the posted qualifications for the position. However, the Employer is not obligated to grant such initial interviews when the applicant is applying for a similar job for which ~~they/she~~ they were previously interviewed during the six (6) month period preceding the date of the job posting and in such cases failure to receive such initial interview will not be deemed to prejudice the applicant's rights in any way.
- The Employer may choose to limit the number of interviews granted to the top five (5) senior bargaining unit applicants for a clerical or paraprofessional job vacancy. If the Employer does not choose to limit the number of interviews in the above noted vacancies, all of the Large, Residential or RN Bargaining Unit employees who apply for the job vacancy, in writing, and meet the posted qualifications for the position will be granted an initial interview.
- F. Reasons Not Selected. Any Large, Residential or RN Bargaining Unit applicant not selected for a vacant position shall have the right to request information, from the Employer, as to the reasons that ~~they/she~~ they were not selected. Upon such request, the Employer shall provide the Bargaining Unit employee with the general reasons why the Bargaining Unit employee was not selected for the position.

G. Trial Period.

1. If a Large, Residential or RN Bargaining Unit employee is selected for a vacant position, even if such selection results in a lateral transfer, the Employer shall assess the employee's performance during a trial period of sixty (60) calendar days. The trial period may be extended once for not more than thirty (30) calendar days by written notice to the employee and to the Union prior to the sixtieth (60th) day. This assessment may include one-on-one meetings with the employee, written documents regarding performance expectations, and in-formal feedback designed to assist the employee in improving unsatisfactory performance. The Employer shall retain the right to any time after the thirtieth (30th) day of the trial period deny the promotion or lateral transfer if the employee is not performing in a satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to their former position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. The Employer's decision to deny the promotion, and return the employee to their former position for unsatisfactory performance shall not be subject to the Grievance Procedure.
2. During the first thirty (30) calendar days of the trial period, the employee shall have the option to revert back to their former position, upon written notice to the Employer, without loss of seniority. During the trial period, an employee will receive the rate of pay for the job ~~they/she~~ that they are is performing.

H. Ph.D. Positions. Paragraph A, D and F of this section shall not apply to vacancies in the following classifications:

Psychologist, Ph.D., TLLP, LLP
Psychologist, Ph.D., Full (certifications required)

Vacancies for these positions shall be posted in conspicuous places convenient to employees a minimum of seven (7) calendar days.

- I. Return to the Union. If a vacant position exists which the Employer intends to fill and if no Bargaining Unit employees have recall or bumping rights to the position and if there is a non-Large Unit employee who has previously held a position within the Large Bargaining Unit and who is currently assigned to the program in which the vacancy exists, then that employee may be placed into the vacant position instead of posting the position providing the employee is qualified for the position (as determined under the provisions of Section 2.8.E.10) and provided prior to placing the employee in the position, the position shall be offered to any employees in that classification within that subunit.

This section shall apply to a Large Bargaining Unit employee who is selected for a vacant regular full-time or regular part-time position which is in a Local 512 Bargaining Unit or in a non-represented position which requires the completion of a probationary period. In the event an employee is laid off during their probationary period, the employee shall return to their former Large Bargaining Unit position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. If other Large Bargaining Unit employees are displaced as a result of such action, they also shall be returned to their former positions and shall not suffer any loss of seniority or loss of pay based on the pay for the positions for which the employees are returned.

J. Relevant Degrees. If an employee applies for a position and the posting permits consideration of other relevant degrees and the employee does not have a degree specifically listed in the posting, and the posting permits consideration of other relevant degrees, and the employee has a degree which may be related and the employee otherwise meets the posted requirements, the process in Section 5.7.B.3 shall be used to determine whether the degree is applicable, except the criteria to be used in review of the degree shall be:

1. The core course content;
2. If a practicum or internship was completed;
3. Elective course work relevant to the job duties of the position for which the employee is applying;
4. Certification or licensure;
5. Whether the degree is relevant to the job duties of the position for which the employee is applying.

K. Grievances. Any grievances filed regarding the application of Section 2.3 shall begin at Step 3.

L. Number of Positions

1. An employee may apply for and may be granted a second position within the Bargaining Unit provided both supervisors agree that the holding of two positions is not disadvantageous to the Employer. The Employer will not grant a second position to an employee if by doing so the employee's regular hours would exceed forty (40) per week.
2. The position with the greatest regularly scheduled hours shall be considered the primary job. If the positions have identical hours, the first position held shall be considered the primary job.

3. An employee holding a second position shall receive only the insurance benefits of the primary position. If the primary position is entitled to accrued benefits (ie. sick, vacation, etc.) the employee shall earn such benefits on hours worked in both positions.
4. The Employer shall not be obligated to change work hour schedules to accommodate either position.
5. Granting a second position to an employee shall be solely at the discretion of Management, and failure to grant a second position shall not be grievable under the terms of this Agreement.

M. Trial Period In Positions Outside Of This Bargaining Unit. If a Large Bargaining Unit employee is selected for a vacant regular full-time or regular part-time position which is not in this Bargaining Unit, the Employer shall retain the right to any time after the thirtieth (30th) calendar day of the position but before the sixtieth (60th) calendar day return the employee to the Bargaining Unit. The trial period may be extended once for not more than thirty (30) calendar days by written notice to the employee and to the Union prior to the sixtieth (60th) day. In the event of such action, the employee shall return to their former position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. The Employer's decision to return the employee to his/her former position shall not be subject to the grievance procedure.

During the first thirty (30) calendar days of the position the employee shall have the option to revert back to their former position, upon written notice to the Employer, without loss of seniority. During the trial period, an employee will receive the rate of pay for the job ~~they/she is~~ **they are** performing.

N. Dropping/Adding Hours to an Existing Position - An employee may request to drop existing hours. The decision to allow employees to drop hours shall be at the Employer's discretion. If the Employer decides to add hours to an existing position (e.g., if an employee dropped eight (8) hours, then the eight (8) hours would be put up for bid), the Employer agrees to give notice to each employee in the subunit in which the hours are available. The hours shall be granted to the most senior employee within the subunit. The additional hours may not overlap with the employee's current schedule. The definition of subunit under Sections 2.8 and 2.9 shall be used for the purposes of this section. If the additional hours offered to an employee would meet the definition of at least regular part-time employee according to Section 2.1 Definition of Employment Status (i.e., forty (40) hours or more per pay period), the position shall be posted according to 2.3.D Job Postings as is the current practice.

2.4 RATES OF NEW JOBS

When a new job is created by the Employer and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that its placement in the rate structure is proper, it shall be subject to negotiation. The Union shall notify the Employer within five (5) days of receipt of such notification if it disagrees with the classification. If the Employer and the Union are unable to agree upon the classification and rate structure, the matter shall be submitted to arbitration in accordance with the arbitration procedure outlined in Section 1.9.D.5.

2.5 TEMPORARY ASSIGNMENTS

- A. **Selection.** Bargaining Unit employees shall be offered temporary assignments to a higher classification or increase in hours within the Bargaining Unit prior to non-Bargaining Unit employees or hiring temporary employees. When practical and possible management shall rotate temporary assignments among qualified employees in the program subunit starting with the most senior employee.
- B. **Payment.** When an employee is temporarily assigned to a higher classification for a minimum period of at least five (5) consecutive working days, or more than seven (7) working days in any fourteen (14) consecutive days, including holidays, they ~~she~~ shall be paid at seven percent (7%) above their regular rate of pay for all days actually worked in a higher classification for the duration of the temporary assignment.
- C. **Conversion to Regular.** When a Bargaining Unit employee works in excess of twelve (12) continuous months in a position that is a Temporary Promotion, or a temporary increase in hours, the position or increase in hours shall be awarded according to Section 2.3 Vacancies and Newly Created Positions. When this occurs a notice that the employee was made permanent will be sent to the Union.
- D. **Working Increased Hours.** An employee working in a temporary assignment resulting in an increase in hours shall be allowed to fully replace their hours they would have worked in the temporary assignment that day with PTO.

An employee working in a temporary assignment resulting in an increase in hours shall receive holiday pay for any hours they would have worked in the temporary assignment that day.

2.6 DISCHARGE AND DISCIPLINE

- A. Imposing Discipline. It is hereby agreed that the Employer has the right to discipline and discharge for just cause. The Employer agrees to advise the Union of any such discipline or discharge and the reasons therefore when the discipline is imposed. Prior to imposing any discipline the Employer shall advise the employee that they ~~she has~~ **have** the right to have a Union representative present and, if the employee exercises this right, the discipline shall not take place until the Union Steward, Alternative Steward, or other representative is present. However, the Employer will not provide the Union with the specific information concerning the disciplinary action, or reason therefore, if the affected employee requests that such information not be given to the Union. Discipline is intended to be of a corrective nature and the parties to this Agreement recognize the principles of reasonable progressive discipline. However, nothing in this Section shall prevent the Employer from taking immediate and appropriate disciplinary action, up to and including discharge, should it be required by the circumstances.
- B. Discharge Grievances. Should a discharged employee consider such discharge to be improper, they **she** shall pursue the matter through the grievance Procedure, Section 1.9.D, at Step 3.
- C. Prior Infractions. In imposing any discipline, the Employer will not take into account any prior infractions which occurred more than two (2) years prior to the current situation, except matters involving consumer abuse, unauthorized release of confidential information of consumers or falsification of a consumer's record.
- D. Falsification of Data. Falsification of data on an employment application or resume shall not be subject to discipline after a period of two (2) years from the date of employment, except in matters involving work experience, educational credentials and reasons for termination from former employment.
- E. Probationary Employees. The Employer has the authority to Discipline or Discharge probationary employees at the Employer's discretion. The Union agrees that the discharge or discipline of a probationary employee is not subject to the grievance procedure.
- F. Time off.
1. At the Employer's option, disciplinary suspension time off for absenteeism or tardiness may be deducted from the employee's accumulated personal paid time off, paid days off or vacation leave in lieu of requiring the employee to miss the scheduled working days as an unpaid disciplinary suspension. The Employer may deduct a maximum of three (3) days on any one occasion. The Employer may only deduct paid days off that have been earned by the employee at the time such discipline is invoked.

2. At the Employer's option, an employee given a disciplinary suspension may be required to work their regular schedule (with pay) in lieu of an unpaid suspension from work.

G. Suspension for Investigation. The Employer may suspend an employee with or without pay for investigation. Such a suspension, if without pay, shall be superseded by disciplinary action, including suspension or dismissal, or by reinstatement with back pay within seven (7) calendar days, except that in instances where the Employer is waiting for additional information, the Employer may, by authorization of the Chief Human Resources Officer or their designee, authorize a suspension up to sixty (60) calendar days.

When allegations against an employee suspended for investigation are refuted every effort will be made to continue paychecks without loss of pay. If that is not possible a special check will be cut within two business days to reimburse the lost wages. For an investigative suspension longer than one week, the employee will be allowed to use accrued PTO for any suspension beyond the first week. If the allegations are refuted, the employee will be made whole including reimbursement for PTO used during the investigation.

The Employer shall continue the employee's insurances while suspended for investigation.

Notice of suspension shall be concurrently served upon the suspended employee and the Union.

2.7 STEWARDS AND ALTERNATE STEWARDS

A. Number of Stewards. The Union shall name up to fifteen (15) Stewards for a Bargaining Unit of up to 250 employees. Additional Stewards may be named at a ratio of one Steward for each additional fifteen (15) employees when the Bargaining Unit exceeds 250 employees. One (1) of the above Stewards shall be designated by the Union as the Chief Steward and maintain the role as the principal spokesperson for the Stewards. The Union agrees to reasonably disperse Stewards across programs to the extent possible.

B. Steward List. The Union shall furnish the Chief Human Resources Officer with a list of all Stewards and Alternates, and shall also submit changes to the list as they occur.

C. Release Time. Stewards will be given up to two (2) hours per week to discuss and investigate complaints and present grievances to the Employer, during their working hours, without loss of pay. The Steward will notify his/her **their** immediate Supervisor that they/~~she is~~ **are** to investigate a complaint or handle a grievance and the nature of the complaint or grievance. No complaint or grievance will be investigated when such will disrupt the proper functioning of the programs of the Employer.

2.8 LAYOFF AND RECALL

A. Layoff Definition. The word "Layoff" means reduction in the working force through the elimination of a position(s).

B. Definitions.

1. For the purpose of Layoff, the term "program" shall mean the programs identified in Section 1.15 of this Agreement, except that AMHS, Families Forward and General Administration shall be considered to be one program. For the purpose of this Section, the term "classification" shall mean a specific position title as set forth in the salary schedule. The term "salary grade" shall mean the salary levels listed within the salary schedule, except for the purposes of this section 720, 730 and 760 shall be considered one salary grade and 520, 525, 560, 570, and 590 shall be considered one salary grade for non-clerical paraprofessional employees. Employees in Senior positions (as defined in Section 2.21) shall be considered to be in their original classification and salary grade for the purposes of this section except for employees in Senior positions in which regulatory guideline or risk management principals require specific credentials for clinical supervision as defined by subsection E.10 below. The term "category" shall mean a group of classifications. There are four (4) categories: professional, paraprofessional, clerical, skilled trades. For purposes of this section a "program subunit" shall mean a specific recognized component within one of the recognized programs. The term "position" shall mean the specific job being performed by an employee in a specific classification and in a specific program subunit. The term "equivalent benefits" shall mean maintaining an employee's actual or potential premium copay for health care coverage or their health care buy out as determined by Sections 5.2.C.2 and 5.2.D. (e.g., an employee working twenty (20) hours per week transferring or bumping into a position working more than twenty-nine (29) hours per week would result in different equivalent benefits). For purposes of this section, the term "shift" for an employee working a variety of shifts during a week shall mean the shift the majority of hours are worked in during a week.
2. For purposes of this section, a DDC, and a DD Specialist shall be considered one classification; a MI and an Mental Health Therapist shall be considered one classification; and a Vocational Specialist and Vocational Counselor shall be considered one classification, except the Employer shall consider the DDC, MHT, and Vocational Counselor separate classifications if all of the following apply:
 - a. The lowest senior employee in the subunit and classification is performing master's level work and being paid at the 770 rate.
 - b. The lowest senior employee in the subunit and classification was hired after May 14, 1992.

- C. Layoff Procedure. If layoff is determined by the Employer to be necessary, the person in the position to be eliminated shall be subject to layoff or bumping. If more than one (1) employee is within the same classification and in the same program subunit in which a position is being eliminated, any temporary or probationary employees shall be laid off first, and then, seniority employees within that classification and that subunit, on a reverse seniority basis, provided the remaining employees are capable of performing the work. However, if a vacancy exists in the employee's salary grade which the Employer intends to fill for which the employee is qualified; the employee shall be transferred to the vacant position in lieu of layoff. Such an employee shall be given at least seven (7) calendar days' notice of such layoff. However, the employee shall not be transferred under this provision to a position that would result in a change in equivalent benefits or rate of pay. Should more than one such vacant position exist in the employee's salary grade, the employee shall receive at least two (2) such vacancy options for which the employee is qualified (as determined under the provisions of subsection E.10 below). Employees shall select from the available vacancy options in order of seniority. An employee in a day, afternoon or night shift position shall not be required to transfer to a vacancy with a different shift as defined by Section 5.13 unless that employee is the least senior employee in a position on the employee's shift. An employee in a position whose regular schedule of work is during Monday through Friday shall not be required to transfer to a position whose regular schedule of work is during either Saturday or Sunday unless that employee is the least senior in a position whose regular schedule is during Monday through Friday. Such employees will retain secondary recall rights to their original positions for the length of time specified in Section 1.12.A.4.
- D. Notice. Employees to be laid off will have at least seven (7) calendar days' notice of such layoff. The local Union representative shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.
- E. Bumping. Upon receiving a notice of layoff from their position, a regular full-time, regular part-time or special part-time employee may bump lower seniority employees within the Bargaining Unit under the following conditions:
1. A bumping employee in a professional or non-clerical paraprofessional position may only bump employees within their own program.
 2. A bumping clerical employee may bump Board wide.
 3. The bumping employee cannot move into a position of a higher salary grade.
 4. A bumping special part-time employee may not bump a regular full-time or regular part-time employee.

~~A bumping Student Assistance Provider may not bump a regular full-time or regular part-time employee and a bumping regular full-time or regular part-time employee may not bump a Student Assistance Provider.~~

5. A bumping professional employee may not bump a paraprofessional employee.
6. A bumping employee may bump the least senior employee within their salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain their full-time hours and a part-time employee may bump the least senior employee in order to avoid a change in their equivalent benefits. This shall only result in an employee's rate of pay being reduced if they are the least senior employee in that salary grade.
7. If there is no position available in the employee's salary grade the employee may bump into the least senior position in a lower salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain his/her full-time hours and a part-time employee may bump the least senior employee in order to maintain his/her equivalent benefits. Such an employee will retain secondary recall rights to his/her original salary grade and equivalent benefits.
8. Should more than one position occupied by a probationary employee be available, the Employer will determine the position into which the employee bumps.
9. The bumping employee must possess the necessary skills, experience, license, registration, and certification which will qualify the employee to perform the work and must be able to perform work adequately with minimal instructions. Qualifications will be determined by the job posting or job description for the position, using whichever document that was most recently issued. If any new qualifications for that position have been required by accrediting, licensing, or reimbursement bodies since the most recent job posting or job description, they shall be met before bumping can occur.
10. If the bumping employee is not qualified to bump the least senior employee, they/she may bump the least senior employee whose position they/she is **are** qualified to perform.
11. An employee in a day, afternoon or night shift position shall not be required to bump to a vacancy with a different shift as defined by Section 5.13 unless that employee is the least senior employee in a position on the employee's shift. An employee in a position whose regular schedule of work is during Monday through Friday shall not be required to bump to a position whose regular schedule of work

is during either Saturday or Sunday unless that employee is the least senior in a position whose regular schedule is during Monday through Friday.

An employee wishing to exercise their bumping rights must inform the Employer of their decision to bump, in writing, within three (3) calendar days from the date of receipt of layoff notification and bumping options. An employee who exercises his/her their bumping rights shall then receive the rate of pay of the classification into which they/she has have bumped, except where they may otherwise be eligible for a red circle rate of pay in accordance with the Employer's duly adopted red circle procedure. An employee electing to accept the layoff rather than bump shall thereafter waive any bumping rights until after such time the employee has been subsequently, permanently recalled to their former classification. A bumped employee shall have the bumping rights as a laid off employee, seniority and other factors permitting, and must be given seven (7) calendar days' notification of their layoff due to being bumped.

- F. Recall Procedure. When the working force is increased after a layoff, or when vacant positions exist which the Employer intends to fill, employees will be recalled according to their former salary grade in the reverse order in which they were laid off from their respective programs, provided they have the ability to perform the work. Laid off employees may also be recalled to new or vacant positions of the same category, board wide, provided they have the ability to perform the work. Ability to perform the work shall be determined under the criteria in subsection E.10 above. An employee shall not be required to be recalled to a position resulting in a change in equivalent benefits or rate of pay than their position from which they were laid off. An employee who originally was employed in a day, afternoon or night shift position shall not be required to be recalled to a vacancy with a different shift as defined by Section 5.13. An employee who was originally employed in a position whose regular schedule of work was during Monday through Friday shall not be required to be recalled to a position whose regular schedule of work is during either Saturday or Sunday. Should an employee decline in writing the opportunity to return to a position with a lower salary grade and/or in a different program such an employee shall retain their recall rights as defined in this section. Such an employee shall have secondary recall rights to their original salary grade, equivalent benefits and program. Any secondary recall rights under this subsection, or subsection E.8 above, shall be lost after a period of time equal to the time the employee had in their former salary grade and/or program at the time of their last day worked in that position, or two (2) years whichever is the lesser. A special part-time employee shall not be recalled to a regular part-time position or regular full-time. A regular part-time or regular full-time employee shall not be recalled to a special part-time position except by mutual agreement.

Notice of recall shall be sent to the employees at their last known address by registered or certified mail. If an employee fails to report for work or to respond in writing within ten (10) working days from the mailing of notice of recall, they/she shall be considered to have

resigned from their employment. It shall be the employee's responsibility to keep the Human Resources Department informed of their current address and telephone number.

- G. Benefits. Employees on layoff shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period of more than thirty (30) days. Employees may continue their health insurance by payment to the Employer as provided by federal law. However, upon recall an employee shall receive full credit for any seniority lost while on layoff as is the current practice.
- H. Paid Time Off. In the event of layoff, an employee may use accumulated paid time off pay prior to receipt of unemployment compensation, or may choose to have accumulated paid time off in a lump sum.
- I. Voluntary Layoffs. When faced with a layoff, the employer shall solicit voluntary layoffs by seniority. The deadline for an employee to submit their written request shall be August 30 of each year for a layoff effective October 1 of each year. The Union shall receive a copy of any written requests. The Union and the Employer shall meet to review the qualifications and classifications, as defined under Sections 2.8.B and 2.8.E.10, of those employees in positions targeted for layoff to determine if they would be able to transfer into the positions vacated by those employees requesting voluntary layoff. If the employees in positions targeted for elimination do not meet the qualifications or classifications, as defined under Sections 2.8.B and 2.8.E.10, of those positions vacated by voluntary layoff, management can decline the voluntary layoff request. Any transfer into a position vacated through voluntary layoff shall be done according to Section 2.8.C.
- J. Unpaid Furloughs. As an alternative to layoffs in a particular subunit, the Employer and the Union may agree to unpaid furlough time for all employees in that subunit. Prior to deciding whether or not to give such approval the Union will hold a vote among the members in the subunit.
- K. Layoff Method. The determination of the method of layoff (such as by way of example and not limitation, by an entire program, by a portion of a single program or by a reduction in some or all programs, either prorated or otherwise) shall be in the sole discretion of the Employer and shall not be subject to the grievance procedure.
- L. Stewards/Executive Board Members. The Union Stewards who have served in the position for at least three (3) months, as designated in Section 2.7 (A), the Union Service Representative, as designated in Section 4.1.D.4 and up to two (2) Bargaining Unit employees who serve on the Local 459 Executive Board shall, in the event of a layoff, not receive Notice of Layoff as long as there is a job in their classification at their work site. A Union Steward, representative, or executive board member may agree to waive this right. This procedure shall not modify, replace or affect in any way, the employee's rights to the option described in Section 2.8, C and D. This provision applies only to Stewards, Service

Representatives and Executive Board Members who are serving as such when the layoff occurs and only if the Employer has been informed, in writing, as to the names of the Union officials prior to the layoff notice.

- M. Grievances. Should an employee allege they were she was improperly laid off, they/she shall pursue the matter through the grievance procedure, Section 1.9.D, at step 3.
- N. Reduction of Hours Which Changes Eligibility for Health Care Coverage - An employee whose hours are reduced by a sufficient amount so they no longer occupy a benefit equivalent position shall have the option of exercising any rights of a laid off employee as outlined under this section.

2.9 TRANSFERS

A. Temporary Inter Sub-Unit Transfers

1. Definition. An “Inter Sub-Unit Transfer” is the reassignment of a position from one sub-unit to another sub-unit within the same Program.
2. Limitations.
 - a. Such transfer must be within the same Program (as defined in Section 1.15).
 - b. Such a transfer must be within the same classification and employee status (full-time/part-time) unless mutually agreed.
 - c. Such a transfer cannot be shorter than two (2) weeks or longer than six (6) months unless mutually agreed.
 - d. Such a transfer cannot be used to staff vacant or newly created positions posted by the Employer.
 - e. An employee within the CSDD program shall not be required to be transferred outside of their unit (i.e. a Life Consultation employee shall not be required to be transferred outside of Life Consultation. A Training and Habilitation employee shall not be required to be transferred outside of Training and Habilitation, etc.).
3. Duration.
 - a. The Union and the employees will be notified of the expected duration of the transfer.

- b. If the Employer believes such a transfer may become permanent, it will include this in the notice of the expected duration.
- 4. Selection. The Employer shall use the following procedure for identifying the person(s) to be transferred.
 - a. Qualified volunteers will be solicited. The senior qualified volunteer shall be offered the transfer, but if the employee was notified prior to volunteering that the transfer may be made permanent, such employee shall be required to take the permanent transfer if it is made permanent.
 - b. If there are no qualified volunteers, the least senior qualified employee shall be transferred.
- 5. Permanent Inter Sub-Unit Transfer. Except as provided in paragraph 4.a above, inter sub-unit transfers shall not be permanent. If the Employer permanently reassigns a position from one sub-unit to another, it shall follow the procedures in Section 2.8.
- 6. Mileage. An employee temporarily transferred shall receive mileage for additional distance traveled to and from work until the transfer ends (or is designated as permanent as provided in paragraph 4.a. above). "Additional distance" is the extra distance, if any; the transferred employee is required to drive to report to the temporary worksite instead of the employee's regular worksite.
- 7. If an employee is required to be transferred and a position becomes available which the Employer intends to fill in their classification and home sub-unit, such employee shall be returned to their sub-unit (unless the employee agrees to stay in the new sub-unit for the duration of the transfer).

Interpretive Statement 1999. The parties recognize that from time to time staffing needs will fluctuate and have developed a system for temporarily moving a position from one sub-unit to another. This type of transfer should only occur after discussion with the employees in both affected sub-units. This type of transfer should not be repetitive.

Interpretive Statement 1999. At CSDD, a sub-unit may be referred to as a component.

- B. Transfer of Operations. In the event that the Employer moves a program sub-unit(s) from the present location to any other location, or from one program to another program, all employees shall be allowed to continue employment with said Employer at the new location or program, 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.

- C. Refusal of Transfer. In the event an affected employee refuses a transfer, they/**she** shall be deemed to have resigned. (The employee may bid to any current vacancies for which they/**she** would be qualified.)

2.10 VETERANS

- A. Re-Employment Rights. The re-employment rights of veterans shall be in accordance with all applicable laws and regulations.
- B. Reserve/National Guard. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

2.11 EVALUATION, FILES AND RECORDS

- A. Responsibility. The evaluation of the performance of each employee is the responsibility of the Administration. All monitoring or observations during evaluations shall be conducted openly and with full knowledge of the employee.
- B. Procedure.
1. The performance of all employees shall be evaluated in writing as follows:
 - a. At least one probationary evaluation will be completed during the probationary period of all new hires.
 - b. During the first five years of employment, evaluations will be completed annually.
 - c. Beginning with the sixth year of employment, evaluations will be done every two years.
 - d. Employees with less than satisfactory performance on their evaluation will continue to receive an annual review, regardless of their length of employment. Any unsatisfactory performance indicators require a plan of action.
 - e. If an employee transfers from one position to another, at least one probationary/**trial** evaluation will be completed. Evaluations will be completed on an annual basis for at least five years following the transfer.
 2. If an employee's performance is found to be lacking, the following procedure shall be followed:

- a. **Feedback Criticisms** shall be in writing.
 - b. Written suggestions shall be given to help alleviate any deficiency.
- C. Copies/Objections. ~~A copy of the written~~ **The electronic** evaluation shall be submitted to the employee. In the event the employee feels that ~~his/her~~ **their** evaluation was incomplete or unjust, they/~~she~~ may submit ~~his/her~~ **their** objections in writing and have them attached to the evaluation report to be placed in their personnel file.
- D. Personnel File. Each employee shall have the right upon request to review their personnel file. A representative of the Union, may at the employee's request, accompany the employee in this review.
- E. Evaluation Content. The contents of an evaluation shall not be subject to the grievance procedure. However, 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. Removal of Information. Any information in an employee's personnel file which proves to be non-factual shall be removed from the file, provided that any information pertaining to disciplinary action or performance evaluation may not be removed.
- G. **Documented Verbal Counseling Memos.** ~~Documented Verbal Counselings Memos~~ are not discipline and will not be placed in an employee's personnel file, effective the date of ratification by the Employer and the Union.

~~Documented Verbal Counseling Memos placed in an employee's personnel file, prior to the date of ratification will be removed after an employee terminates employment or upon written request by an employee.~~
- H. **Exit Interview.** Whenever an employee accepts transfer to another position, provides notice of resignation, or otherwise terminates employment in their position, the Agency shall make the employee aware of their right to complete a transfer/exit interview, including their right to request a confidential in-person interview with either Human Resources or the Union. The employee will have up to forty-five (45) days to complete the transfer or exit interview, after being made aware of their right to such. If the employee chooses to conduct the interview with the Union, the Union will forward the information to Human Resources. If the Union has a specified concern the Union may make a request for a transfer or exit interview response. The request shall be in writing and include the reason for the request. The employee will be asked, on the form, for approval to release information to the Union upon request. If the employee has authorized the release of the information, the employer shall share the response with the Union.

2.12 CERTIFICATION/REGISTRATION/LICENSURE OF PROFESSIONAL STAFF

- A. Requirements. The Employer shall have the authority to require employees to obtain Certification/Registration/Licensure they are eligible for, in order for, the Employer to be eligible for third party reimbursement for the services provided by the employee. The Employer shall reimburse the employee for the initial and/or renewal cost of the Certification/Registration/Licensure upon delivery to the Finance Department of a photo static copy of the Certification/Registration/Licensure.
- B. Reimbursement. Reimbursement is not intended to cover the initial costs of Certification/Registration/Licensure in situations where an employee is hired into, or voluntarily transfers into a position which already has a particular licensing requirement(s). It is solely intended for situations when a licensing requirement for a position increases while the employee is in that position and for renewal of licensing.
- C. If the Employer needs a position to have certain credentials to meet reimbursement requirements, and if the employee in that position does not have those credentials and cannot obtain them within a reasonable period, and the duties cannot reasonably be reassigned within the sub-unit to accommodate the employee's current credentials, then the Employer and the Union will meet to arrange an alternate placement for the employee. If the parties are unable to reach agreement on an alternate placement, then the employee may be laid off pursuant to Section 2.8.

Interpretative Statements 1997: Credentials may include degrees. Any credentials required under this section must be credentials that are customarily associated with the classification that the employee holds. Any employee laid off shall retain any bumping and recall rights under Section 2.8.

2.13 PERFORMANCE EXPECTATIONS

- A. Committee. The Employer shall have the right, in its sole and absolute discretion, to set performance expectations and productivity standards for staff. However, the parties agree to create a Management/Union Committee to periodically review standards for performance expectations and make recommendations to the Employer for making changes to these standards.
- B. Expectation Changes. The Employer agrees not to change performance expectations existing at the time of execution of this Agreement until the Employer's recommended changes are presented to the Management/Union Committee referenced in Paragraph A above. A major criterion used to decide whether or not to increase performance

expectations will be whether or not expectations have been set up high enough based upon staff hours available and what can reasonably be expected of staff.

- C. Grievances. If an employee is disciplined for failure to meet performance expectations, the employee shall have the right to submit a grievance as to all reasons concerning such discipline, including the reasonableness of such performance expectation.

2.14 RELEASE TIME FOR UNION BUSINESS

- A. Release Time. Release time is provided for Union representatives in accordance with Sections 1.13 (Special Conferences) and 2.7 (Stewards and Alternate Stewards). In addition, the Employer shall provide paid release time for a Union representative employed by the Employer for purposes of negotiating contract renewals, joint labor/management committees or wage reopeners. Four (4) employees selected by the Union shall be released without loss of pay for labor negotiations. With the exception of release time provided in this Agreement or approved in advance by the Employer for labor negotiations, work time paid for by the Employer should be spent by all employees performing their normal functions as employees of the Community Mental Health Authority.
- B. Notification. When release time is provided for Union Officers or other employees in accordance with the provisions of this Agreement, or in order to conduct labor negotiations, each employee must notify ~~his/her~~ **their** immediate supervisor regarding the date and time for which paid release time is requested and receive the approval of the supervisor prior to using such release time. The Employer agrees not to unilaterally withhold approval for legitimate release time requested in accordance with the terms of this Agreement or for purposes of labor negotiations.
- C. Schedule Adjustments. Union members on the negotiating team who work afternoon or evening shifts shall have their schedule adjusted, if necessary, to assure that time spent in negotiations and at work will not exceed twelve (12) hours in any twenty-four (24) hour period.

2.15 JOB DESCRIPTION

Each Bargaining Unit employee shall have access on the intranet to an up-to-date copy of the current job description for ~~his/her~~ **their** position and a copy shall be on file with the Union.

2.16 ASSERTIVE COMMUNITY TREATMENT ON-CALL SYSTEM (ACT-AMHS AND DUAL ACT-AMHS)

An Assertive Community Treatment On-Call System (ACT-AMHS) shall be implemented as follows:

- A. The Employer may choose to initiate an On-Call system at any time for the MI Assertive Community Treatment Unit. The On-Call System shall apply to all case managers, mental health workers and therapists in the Assertive Community Treatment Unit.
- B. Staffing shall be on an On-Call basis for a maximum of one (1) week [seven (7) days] and shall not exceed hours approximately 5 p.m. to 8 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and Holiday. The actual hours assigned may be less if ACT staff are assigned to work regular (non-On-Call) hours on weekends and holidays. The On-Call schedule will begin at approximately 5 p.m. on Friday and end at 8 a.m. on the following Friday.
- C. On-Call Compensation.
 - 1. An employee assigned On-Call duty shall be compensated at the rate of thirty-two dollars (\$32.00) per day, Monday through Thursday and one hundred and twenty-six dollars (\$126.00) for weekend On-Call, Friday through Sunday. That employee shall be paid mileage for each mile actually traveled as part of such On-Call duties at the rate set forth in Section 3.3. An employee will be paid an additional thirty-one dollars (\$31.00) if their On-Call contains at least one holiday. Time worked during a holiday while on call shall be paid at time and one-half (1-1/2). An employee may choose, with the approval of the supervisor, to accept compensatory time instead of paid time worked on a holiday at the rate of 1-1/2 hours' compensatory time for each hour worked.
 - 2. The Employer may alter the weekend on-call system from: One person per weekend at one hundred twenty-six dollars (\$126.00) compensation to: One (1) to three (3) people per weekend with compensation as follows: thirty-two dollars (\$32.00) for Friday on-call, forty-seven dollars (\$47.00) for Saturday on-call, and forty-seven dollars (\$47.00) for Sunday on-call. The decision to switch the weekend on-call from one (1) person to three (3) people will be in the Employer's sole and absolute discretion.
- D. An On-Call Roster will be developed in order for each employee to select his/her On-Call week. Initial selection for the Roster will be on the basis of a random draw. Participation in the On-Call System will be limited to employees within the ACT sub-unit selected by Management. Selection by Management shall be limited to selection by job grouping. For example, Mental Health Therapists employed as Nurses may be excluded from the On-Call System or BA level Mental Health Therapists may be excluded at the Employer's discretion. An adequate number of employees will be On-Call.

- E. When an On-Call Exempt employee responds to a call, they/she will receive compensatory time for all time worked On-Call including travel and phone time. Compensatory time shall be taken at the discretion of the employee provided the employee's supervisor approves such time. When an On-Call Non-Exempt employee responds to a call, they/she will receive his/her/their hourly rate of pay for all time worked On-Call including travel and phone time. The employee and the employee's supervisor will attempt to flex the employee's schedule so as not to exceed forty (40) hours per week including time worked when On-Call; however, if this cannot be achieved, the Non-Exempt employee will receive compensatory time or pay at time and a half for hours worked in a week above forty (40.)
- F. An ACT employee On-Call will be required to respond to a request for assistance only with consumers assigned to the ACT program. The On-Call Therapist may be called by Crisis Services in cases of potential hospitalization, suicide or homicide or other cases deemed necessary by Crisis Services staff. When receiving such a call, the On-Call Staff will then make the decision as to the appropriate disposition of the case and attempt to resolve it over the telephone, if possible. The On-Call staff shall respond in person to the request for assistance if deemed necessary. If a pre-admission screen is to be completed for the consumer, it will be deemed necessary that the On-Call staff responds in person. Whenever disagreement arises as to whether or not an On-Call Staff should respond in person, the designated supervisor will be contacted to resolve the issue.
- G. Back-up On-Call. If an ACT staff who is not qualified to complete a pre-admission screen has signed up for an On-Call day, the Employer may choose to assign a back-up On-Call employee who is qualified to complete the screen. This back-up On-Call staff will be assigned to be On-Call in daily increments from 5 p.m. to 8 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and Holiday. The back-up On-Call staff will be compensated twenty dollars (\$20) daily for Monday through Friday and thirty-two dollars (\$32) daily for Saturday or Sunday. The employee will be paid an additional twenty dollars (\$20.00) if their On-Call day falls on a holiday. When the back-up On-Call employee responds to a call, they/she will receive time and one-half pay for all time worked On-Call including travel and phone time.
- H. When the ACT employee On-Call is to respond in person to complete a pre-admission screen for an ACT consumer, they will arrive within thirty (30) minutes of notification by Crisis Services staff that a pre-screen is needed.
- I. Prior to implementation of the On-Call System, there will be a joint meeting between the ACT services staff and Crisis Services staff to adopt appropriate procedures for handling the aforementioned conditions, and procedures shall be made by the ACT Supervisor and the Crisis Services Supervisor.
- J. If participation in the On-Call between credentialed and non-credentialed staff regarding primary On-Call versus Back-up On-Call becomes disproportionate to current levels, the

- Employer will meet with the Union to discuss remedies for increased participation among credentialed staff. If no remedy is achieved, the Employer will give sixty (60) days' notice that they will only allow credentialed staff to participate in the On-Call as allowed in 2.16 D above.
- K.

2.17 RESIDENTIAL ON-CALL SYSTEM

A Residential "On-Call" system (for consumers with developmental disabilities) shall be implemented as follows:

- A. On-Call System shall apply to regular Resident Managers, , Senior Developmental Disabilities Clinicians and Developmental Disabilities Clinicians, Senior Developmental Disabilities Specialists and Developmental Disabilities Specialists, who work within the CSDD Residential Component; who voluntarily request to be placed on the On-Call Roster; who have completed their probationary period; and who are the most senior by job classification. The number of Union persons selected for On-Call and the number for each job classification shall be in the sole and absolute discretion of the Employer. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from On-Call Schedule is not grievable.
- B. Each staff shall be "On-Call" for one week [seven (7) days] from 5:00 p.m. to 8:00 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and holiday. Each employee's "On-Call" Schedule will begin at 5:00 p.m. on Monday and end at 8:00 a.m. on the following Monday.
- C. During the week that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of one hundred and thirty-seven dollars (\$137) per week for the On-Call duty in addition to their regular pay, except those weeks which have at least one holiday shall be compensated at the rate of one hundred and sixty-two dollars (\$162). Holidays for purposes of On-Call shall be defined the same as in Section 4.5 Holidays for Resident Managers in the Residential Collective Bargaining Agreement. The employee shall also be compensated mileage actually traveled as part of such On-Call duty at the rate set forth in Section 3.3.
- D. When staff covered by this Agreement responds to a call, they/she will receive time and one half (1-1/2) for all time actually worked, including travel and phone time. Any time spent which is less than five (5) minutes in length shall be counted as five (5) minutes, for purposes of compensation, so long as the work pertains to unrelated incidents. In the event several time units of less than five (5) minutes accumulate concerning the same incident, then for compensation purposes, the time becomes additive and is only rounded up to the nearest five (5) minute increment as an aggregate of all activity pertaining to that incident (e.g., on the same incident 3 telephone calls of 2 minutes, 4 minutes and 7 minutes, for

compensation purposes, would be rounded up to 15 minutes). When calculating total compensated On-Call time for each day, for purposes of compensation, round up to the nearest fifteen (15) minute increment (e.g., 1 hour and 35 minutes would be recorded as 1:45 min).

- E. An On-Call Roster will be developed in order for each employee to be assigned their "On-Call" week. Initial selection will be on the basis of a random draw. In the event the designated Residential On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the CSDD Residential Supervisor will be responsible for developing a procedure to find a replacement. Two (2) weeks prior written notice must be given the Residential Supervisor by the On-Call staff member in order to withdraw from the On-Call Roster.
- F. On-Call staff shall be expected to receive all calls during their designated shifts. Calls of a routine nature or calls that are described in written procedures shall be handled routinely by the On-Call staff person. Calls of a more serious nature or non-routine calls shall be referred to the Supervisory back-up staff. Staff receiving calls from contract home operators shall be required only to receive reports of incidents from the operator and/or provide referral information (including referral to the On-Call Supervisor if necessary).
- G. Participation in this On-Call System shall not be used in any way to jeopardize any employee's, or group of employees', status as a member of their particular Bargaining Unit.
- H. The On-Call staff person shall not be used to fill Community Mental Health Authority Residential or contract home operator staffing needs.

2.18 CHILDREN'S ON-CALL SYSTEM FOR CRISIS SERVICES

The Crisis Services On-Call system shall apply to Full- Time, Part-Time, Special Part-Time and Casual Families Forward Mental Health Therapists and Sr. Mental Health Therapists. Participation in the Crisis Services On-Call system shall be voluntary for those who request to be placed on the On-Call Roster. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from the On-Call schedule is not grievable.

Employees considered will have completed their probationary period, and who are acceptable to the Employer. The number of Union persons selected for On-Call and the number for each job classification shall be in the sole and absolute discretion of the Employer.

- A. On-call employees shall be available by cell phone between the hours of:

Friday 10:00 PM through Sunday at 10:00 PM

On-call employees shall respond to a call within fifteen (15) minutes, and shall report to work within 1 hour of the request.

- B. The schedule for on-call shall be developed on a monthly basis. Employees shall select shifts on a rotating basis with the initial selection on the basis of seniority. Employees may trade on-call times or volunteer to assume extra on-call times. The Employer shall be notified in advance of any trades by the employee accepting the on-call. Staff will enter their availability and preferred shifts by the 10th of the month (previous to the month being scheduled). Shifts will be assigned based on seniority by the 15th of the month prior.

Each on call employee will start with signing up for up to 2 shifts per month maximum. If more shifts are needed prior to or during the month, shifts will be offered in order of seniority.

If there are not enough Full-Time and Part-Time Mental Health Therapists to voluntarily fill the on-call shifts, the Employer may offer remaining open shifts to Special Part-Time and Casual employees after all of the Regular employees have selected their on-call shifts.

- C. The assigned employee shall receive one dollar and fifty cents (\$1.50) for each weekday hour they are on-call, forty-eight dollars (\$48.00) for each Saturday and Sunday, and sixty-three dollars (\$63.00) for each holiday. When an on-call employee is called to work on a weekday or a holiday, the employee shall receive double time for all hours worked.

When an employee is called in to work on a weekend (which is not a holiday), the employee shall receive time and one-half for all hours worked.

If called in during a shift, employees shall receive no less than two (2) hours on-call pay for that shift.

- D. The on-call system shall be used for this purpose:

1. To provide additional staffing on the weekends, when the number of consumers seeking services at a particular time is likely to cause a substantial delay in providing necessary services and when there are youth presenting for services.

When used for this purpose, the Families Forward Supervisor on-call has to approve using the on-call.

2. The following restrictions shall also apply:

- a. An employee shall not be called in more than two (2) times in any twenty- four (24) hour period.

- b. Families Forward on-Call Mental Health Therapists shall only be called in to see youth.
- E. The Employer shall not use the on-call to reduce the number of regular full-time or regular part-time positions. If the Employer does eliminate a regular full-time or part-time position at Families Forward Crisis Services, Management and the Union will meet to discuss the situation.

And in this instance, the Union shall have the option of terminating this on-call system with thirty (30) days prior written notice to the Employer.

Additionally, the Employer shall have the option of terminating this on-call system with sixty (60) days prior written notice to the Union.

2.19 CRISIS SERVICES CERTIFIED PSYCHOLOGIST ON-CALL

- A. Participation in the Crisis Services Certified Psychologist On-Call system shall be voluntary.
- B. Regular On-Call Shifts - Certified Psychologists (hereinafter referred to as "Psychologists") shall be reimbursed at a base rate of \$100 for being available during the on-call shift. This is completely separate from any compensation earned from being on-site. Psychologists shall be paid at the rate of \$85 per hour for time spent on-site with a minimum guaranteed time of two (2) hours.
- C. Holiday On-Call Shifts - A holiday shift shall be defined as any shift on an observed holiday as defined in Section 4.7 Holidays and Holiday Pay in the collective bargaining agreement. Psychologists shall be reimbursed at a base rate of \$150 for being available during the on-call holiday shift. This is completely separate from any compensation earned from being on-site. Psychologists shall be paid at the rate of \$127.50 per hour for time spent on-site on an observed holiday with a minimum guaranteed time of two (2) hours.
- D. Psychologists shall receive one-half (1/2) hour pay for travel time at the rate established in #2 and #3 above, but shall not be reimbursed for mileage.
- E. A shift shall be defined as follows:
 - 1. Monday through Friday the on-call shift shall be midnight - 8 a.m. However, if the regularly scheduled Crisis Services Certified Psychologist is unavailable, the on-call shift shall be changed to 5 p.m. - 8 a.m.
 - 2. Saturday, Sunday and Holidays the on-call shifts shall be 8 a.m. – 8 p.m. and 8 p.m. -8 a.m.

- F. On-call shifts shall be scheduled each month. On-call shifts shall be offered first to Psychologists who are regularly scheduled for non-on-call shifts at Crisis Services (hereinafter referred to as "regularly scheduled Crisis Services Psychologists") in order of seniority. Regularly scheduled Crisis Services Psychologists may select up to one (1) on-call shift per four (4) hours they are regularly scheduled each week (e.g., a full-time regularly scheduled Psychologists could choose up to ten (10) on-call shifts. in a month).
- G. After the on-call shifts have been offered to regularly scheduled Crisis Services Psychologists, the unfilled shifts shall next be offered in order of seniority to Regular Part Time or Regular Full Time bargaining unit Psychologists who work for the Employer in any other subunit outside of Crisis Services and meet the minimum qualifications of the AMHS Crisis Services Psychologist classification. These Psychologists may select up to one (1) on-call shift per four (4) hours they are regularly scheduled each week (e.g., a full-time regularly scheduled Psychologists could choose up to ten (10) on-call shifts. in a month).
- H. The unfilled shifts shall be offered to any remaining non-bargaining unit Psychologists on a first come first serve basis.

2.20 CRISIS SERVICES ON-CALL

A Crisis Services "On-Call" system shall be implemented as follows:

- A. The on-call system shall apply to all regular full-time, regular part-time, special part-time and casual employees at Crisis Services. The Employer may exclude employees who do not have a Master's degree or Ph.D. Regular full-time employees assigned to other units with prior Crisis Services experience may volunteer to serve on the on-call rotation.
- B. On-call employees shall be available either by phone between the hours of 5:00 p.m. and 8:00 a.m. weekdays and 8:00 a.m. through 8:00 a.m. on Saturdays, Sundays, and holidays. The on-call week shall run Saturday through Friday. Two (2) employees may split the week by alternating days.

At the Employer's option, split weekday shifts may be offered at the scheduling meeting (5 p.m. - 11 p.m. and 11 p.m. - 8 a.m.).

If the Employer does not offer weekday split shift scheduling, employees may split a weekday by informing the Coordinator in advance. Coverage for staff splitting weekdays that are called in shall be determined in advance. If a weekday shift is split and if coverage is required to bridge the two (2) shifts the staff person working the 5 p.m. - 11 p.m. shift may be required to work until 11:30 p.m.

On-call employees shall respond to a call within fifteen (15) minutes, and shall report to work within thirty (30) minutes of the request.

- C. The schedule for on-call shall be developed on a quarterly, semi-annual, or annual basis. Employees shall select weeks on a rotating basis with the initial selection on the basis of seniority. Employees may trade on-call times or volunteer to assume extra on-call times. The Employer shall be notified in advance of any trades by the employee accepting the on-call.
- D. The assigned employee shall receive one dollar and fifty cents (\$1.50) for each weekday hour they are on-call, forty-eight dollars (\$48.00) for each Saturday and Sunday, and sixty-three dollars (\$63.00) for each holiday. If an on-call assignment is traded, the assigned employee, not the person that has traded for the assignment, will receive payment from the Employer. When an on-call employee is called in to work on a weekday or a holiday, the employee shall receive double time for all hours worked.

When an employee is called in to work on a weekend (which is not a holiday), the employee shall receive time and one-half for all hours worked.

If called in during a shift, employees shall receive no less than two (2) hours on-call pay for that shift.

Employees splitting a weekday who split on-call shall only be eligible for one - two-hour minimum between them.

- E. The on-call system shall be used for two purposes:
 - 1. To ensure staffing in the event of any vacancies between the hours of 5:00 p.m. and 7:00 a.m. weekdays, or for any vacancies on weekends which become known to the Employer less than one (1) working day in advance.

In addition, the Employer may use the on-call to staff vacancies caused by staff calling in sick which are known more than one (1) day in advance if every effort to staff the vacancy is made and the Employer is unable to find other regular or relief staff who are able to fill the vacant shift.

- 2. To provide additional staffing when the number of consumers seeking services at a particular time is likely to cause a substantial delay in providing necessary services.

When used for this purpose, the following restrictions shall apply:

- a. An employee shall not be called in more than two (2) times in any twenty-four (24) hour period.
 - b. The total number of hours worked by on-call employees as on-call shall not exceed twenty-five (25) hours per week.
- F. The Employer shall not use the on-call to reduce the number of regular full-time or regular part-time positions. If the Employer does eliminate a regular full-time or part-time position at Crisis Services, Management and the Union will meet to discuss the situation. And in this instance, the Union shall have the option of terminating this on-call system with thirty (30) days prior written notice to the Employer.
- G. The Employer may offer other employees time and one-half (1-1/2) to stay past their normal shift-ending time to perform the duties for which the on-call person would be needed.
- H. If an employee assigned to on-call fails to respond to a call or to report in at the designated time, it may result in disciplinary action.

2.21 DIALECTICAL BEHAVIOR TREATMENT (DBT) ON-CALL

A Dialectical Behavior Treatment “on-call” system (DBT) shall be implemented as follows:

- A. The DBT On-Call system shall apply to AMHS Mental Health Therapists and Senior Mental Health Therapists from the Case Management DBT team (hereinafter referred to as “the On-Call employee”). The AMHS Coordinator from the Case Management DBT team may work On-Call shifts if they are still available after being offered to the above participating employees. Participation in the DBT On-Call system shall be voluntary. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from the On-Call schedule is not grievable.
- 1. An On-Call shift shall consist of one (1) day from 5:00 p.m. to 8:00 a.m. Monday through Friday or all day (24 hours) each Saturday, Sunday and holiday from 8:00 a.m. to 8:00 a.m.
 - 2. The On-Call employee shall receive twenty-five dollars (\$25.00) per on-call shift, Monday through Friday. The On-Call employee shall receive forty dollars (\$40.00) per on-call shift, Saturday through Sunday. The On-Call employee shall receive an additional twenty-five dollars (\$25.00) for any observed Holiday worked.
 - 3. When the On-Call employee responds to a call, they shall receive compensation time for all time actually worked. On a holiday, compensatory time shall be earned

at the rate of time and one half (1 ½) for the hours actually worked on such holiday. Anytime spent which is less than fifteen (15) minutes in length, shall be counted as fifteen (15) minutes, for purposes of compensation, so long as the work pertains to an unrelated call.

4. An On-Call roster will be developed in order for each employee to be assigned their "On-Call" shifts. Initial selection will be on the basis of seniority. On-Call staff may trade shifts with notification to the Employer. In the event the designated On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the Employer will be responsible for developing a procedure to find a replacement. Two (2) weeks prior written notice must be given to the Employer by the On-Call staff member in order to withdraw from the On-Call roster.
5. On-Call staff shall be expected to receive all calls during their designated shifts. On-Call staff shall not be expected to report for work during their On-Call shifts.

2.22 CHILDREN'S ON-CALL SYSTEM FOR CRISIS RESPONSE TO THERAPEUTIC FOSTER CARE

1. The On-Call System shall apply to Families Forward Coordinators, Mental Health Therapists, Senior Mental Health Therapist and Client Service Specialists who work within Families Forward Therapeutic Foster Care.
2. The On-Call System will be active when there is at least one youth placed in Therapeutic Foster Care. The On-Call System will be inactive when there are no youth placed in Therapeutic Foster Care.
3. When the On-Call System is active, staff shall be "On-Call" for at least one day at a time from 5:00 p.m. to 8:00 a.m., Monday through Friday, and all day (24 hours) from 8:00 a.m. to 8:00 a.m. each Saturday, Sunday and holiday. Each employee's "On-Call" schedule will end at 8:00 a.m. the day following the on-call period.
4. Each evening that a Union employee is assigned On-Call duty; such employee shall be compensated at the rate of seventeen dollars (\$17.00) per evening for the On-Call duty in addition to their regular pay. Each Saturday or Sunday that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of twenty-seven dollars (\$27.00) per day for the On-Call duty in addition to his/her regular pay. For an on-call period of one week, such employee will be compensated at the rate of one hundred thirty-nine (\$139.00) for the week, the employee shall also be compensated mileage actually traveled as part of such On-Call duty at the rate set forth in Section 3.3. The On-Call employee will be reimbursed an additional twenty-five dollars (\$25.00) for each Holiday.

5. When staff covered by this agreement must respond and travel to the foster home, they/she will receive time and a half for all time actually worked, including travel time, except on a holiday, when time shall be earned at the rate of double time, for the hours worked on such holiday. When calculating total compensated work time for each day, for purposes of compensation, round up to the nearest fifteen (15) minute increment (e.g. one (1) hour and thirty-five (35) minutes would be recorded as 1:45 min).
6. On-Call participants shall be expected to receive all calls during their designated shifts and respond by phone within fifteen (15) minutes.
7. An On-Call Roster will be developed in order for each employee to be assigned his/her "On-Call" period. In the event the designated On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the Therapeutic Foster Care Coordinator will be responsible for developing a procedure to find a replacement.
8. Prior to the implementation of the On-Call System, there will be an in-service of the On-Call designees and the Therapeutic Foster Care Coordinator and/or designees to review the Clinical/Administrative Guidelines and orient the On-Call group to problems and issues they may encounter.
9. On-Call participants will be expected to attend periodic meetings and trainings as determined by the Therapeutic Foster Care Coordinator.

2.23 CARPENTERS ON-CALL

An "on-call" system shall be implemented for the purposes of performing emergency repairs outside of normal business hours as follows:

- A. The On-Call system shall apply to Carpenter & General Repair Tech I and Carpenter & General Repair Tech II (hereinafter referred to as "the Carpenters"). Participation in the on-call system shall be voluntary. If no one volunteers, the Maintenance and Construction Coordinator may participate in the On-Call. The Coordinator shall be the point of contact within the On-Call system. If repairs are necessary, the Coordinator will contact the On-Call Carpenter.
- B. An On-Call shift shall consist of one (1) week including 4:30 p.m. to 8:00 a.m. Monday through Friday and all day (24 hours) each Saturday, Sunday and holiday from 8:00 a.m. to 8:00 a.m. However, other time periods may be utilized with mutual agreement from management and the union.
- C. The On-Call Carpenter shall receive one hundred-ten dollars (\$110) per On-Call week. The On-Call Carpenter shall receive an additional twenty-five dollars (\$25.00) for any observed holiday worked. If shorter time periods are used, the pay shall be pro-rated.

- D. When the On-Call Carpenter responds to a call, they shall be paid time and a half (1 ½) for all time actually worked. The Carpenter shall be paid a minimum of four (4) hours. For any subsequent calls that come in while the Carpenter is still on-site from the original call, the Carpenter will not be paid an additional four (4) hours. However, if the Carpenter receives an additional call after they have already left the worksite(s) from the previous call, they will be paid an additional four (4) hours.
- E. An On-Call roster will be developed in order for each Carpenter to be assigned his On-Call shifts. Initial selection will be on the basis of seniority unless the participating Carpenters agree to an alternative method. On-Call Carpenter may trade shifts with notification to the Employer. In the event the designated On-Call Carpenter becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the Employer will be responsible for developing a procedure to find a replacement. Two (2) weeks prior written notice must be given to the Employer by the On-Call Carpenter in order to withdraw from the On-Call roster.
- F. On-Call Carpenter shall be expected to receive all calls during their designated shifts and respond within fifteen (15) minutes. On-Call Carpenter shall be expected to report for work at the site of the repair during their On-Call shifts.

2.24 SATELLITE DIALECTICAL BEHAVIOR TREATMENT (DBT) ON-CALL

DBT On-Call system shall apply to satellite location (CCCC, ECCC and MROP) AMHS Mental Health Therapists and Senior Mental Health Therapists from the satellite locations DBT team (hereinafter referred to as “the On-Call employee”). The AMHS satellite DBT Coordinator from the DBT team may work On-Call shifts if they are still available after being offered to the above participating employees. Participation in the DBT On-Call system shall be voluntary. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from the On-Call schedule is not grievable.

- A. An On-Call shift shall consist of one (1) day from 5:00 p.m. to 8:00 a.m. Monday through Friday or all day (24 hours) each Saturday, Sunday and holiday from 8:00 a.m. to 8:00 a.m.
- B. The On-Call employee shall receive twenty-five dollars (\$25.00) per on-call shift, Monday through Friday. The On-Call employee shall receive forty dollars (\$40.00) per on-call shift, Saturday through Sunday. The On-Call employee shall receive an additional twenty-five dollars (\$25.00) for any observed Holiday worked.
- C. When the On-Call employee responds to a call, they shall receive compensatory time for all time actually worked. On a holiday, compensatory time shall be earned at the rate of time and one half (1-1/2) for the hours actually worked on such holiday. Any time spent which is less than fifteen (15) minutes in length, shall be counted as fifteen (15) minutes, for purposes of compensation.

- D. An On-Call roster will be developed in order for each employee to be assigned their "On-Call" shifts. Initial selection will be on the basis of seniority. On-Call staff may trade shifts with notification to the Employer. In the event the designated On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the Employer will be responsible for developing a procedure to find a replacement. Two (2) weeks prior written notice must be given to the Employer by the On-Call staff member in order to withdraw from the On-Call roster.
- E. On-Call staff shall be expected to receive all calls during their designated shifts. On-Call staff shall not be expected to report for work during their On-Call shifts.

2.25 MOBILE EMERGENCY THERAPIST ON-CALL

The On-Call System shall apply to Families Forward Coordinators, Mental Health Therapists, Senior Mental Health Therapist from Family Guidance Services who work within Families Forward; who voluntarily request to be placed on the On-Call Roster; who have completed their probationary period, and who are acceptable to the Employer. The number of Union persons selected for On-Call and the number for each job classification shall be in the sole and absolute discretion of the Employer. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from the On-Call schedule is not grievable.

- A. Each staff member shall be "On-Call" for at least one day at a time from 5:00 p.m. to 8:00 a.m., Monday through Friday, and all day (24 hours) from 8:00 a.m. to 8:00 a.m. each Saturday, Sunday and holiday. Each employee's "On-Call" schedule will end at 8:00 a.m. the day following the on-call period.
- B. Each evening that a Union employee is assigned On-Call duty; such employee shall be compensated at the rate of seventeen dollars (\$17.00) per evening for the On-Call duty in addition to their regular pay. Each Saturday or Sunday that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of twenty-seven dollars (\$27.00) per day for the On-Call duty in addition to their regular pay. For an on-call period of one week, such employee will be compensated at the rate of one hundred thirty-nine (\$139.00) for the week, the employee shall also be compensated mileage actually traveled as part of such On-Call duty at the rate set forth in Section 3.3. The On-Call employee will be reimbursed an additional twenty-five dollars (\$25.00) for each Holiday.
- C. When staff covered by this agreement must respond and travel to Green Haven, they/she will be required to be on-site within two (2) hours of the request and will receive time and a half for all time actually worked, including travel time, except on a holiday, when time shall be earned at the rate of double time, for the hours worked on such holiday. When calculating total compensated work time for each day, for purposes of

compensation, round up to the nearest fifteen (15) minute increment (e.g. one (1) hour and thirty-five (35) minutes would be recorded as 1:45 min).

- D. An On-Call Roster will be developed in order for each employee to be assigned their "On-Call" period. In the event the designated On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the Families Forward Crisis Services Coordinator will be responsible for developing a procedure to find a replacement. Four (4) weeks prior written notice must be given to the designated Coordinator by the On-Call staff member in order to withdraw from the On-Call roster.
- E. Prior to the implementation of the On-Call System, there will be an in-service of the On-Call designees and the Families Forward Crisis Services Coordinator to review the Clinical/Administrative Guidelines and orient the On-Call group to problems and issues they may encounter.
- F. On-Call participants will be expected to attend periodic meetings and trainings as determined by the Families Forward Crisis Services Coordinator.

2.26 SENIOR POSITIONS

- A. Filling Senior Positions. The posting, selection, recruitment, promotion and filling of all Senior positions (by way of example but not limited to Senior Mental Health Therapist, Senior Mental Health Worker, Senior Developmental Disabilities Clinician, etc.) is in Management's sole discretion and is not governed by provisions of Section 2.3; nor is the posting, selection, recruitment, promotion or filling of any senior position grievable under the terms of this Agreement, except that the Employer agrees to give a notice to each employee in a unit in which a Senior position is being filled. It also agrees to grant an interview to any employee from that unit who indicates a desire for the position and who meets the minimum qualifications for the position. It also agrees that the filling of a Senior Position shall be from within the OPEIU Local 459 Large bargaining unit.
- B. Senior Duties. The Assignment to the Senior position is associated with greater responsibility and more complex duties within a program, and that it is for this purpose alone that the hiring, assignment or promotion to Senior occurs. The Senior position is not a Supervisor and does not have the power to fire, hire, discipline, evaluate and promote. These responsibilities are not those of the Senior position, but are inherent in the position of Supervisor, Coordinator, Office Manager, Program Director and Associate Director, etc. Therefore, Senior position should not be acting as the final authority in granting leave or vacation requests, in signing time cards, or in providing staff their probationary or annual evaluations except in those situations where the Senior position is acting as a temporary Coordinator. However, this does not mean that the Senior position cannot monitor time cards, provide input and observations relative to evaluations, discipline, etc. If an employee

is transferred to a different position with non-Senior duties, or if an employee's Senior job duties are removed in the sole and absolute discretion of the Employer, the Employer may reduce the employee's classification back to the lower appropriate classification, making sure to minimize any pay decrease which may occur and such action is not grievable under the terms of this Agreement. This paragraph only applies to those Senior positions hired or promoted after January 1, 1981.

2.27 JOB SHARING

Job sharing is a situation in which the responsibilities of one (1) full-time position are shared equally by two (2) employees, both of whom are fully qualified for the position. Job sharing may be requested under the following conditions:

- A. Definition. Job Sharing is available to staff members holding the same job classification and similar job assignments who voluntarily agree to work together in sharing one (1) full-time position.
- B. Applications. Application for job sharing shall be made jointly and voluntarily and shall be in writing. Approval of job sharing requests shall be at the discretion of the Employer. The Employer shall base the decision on the needs of the employee and the needs of the program. The Employer will respond in writing to any requests for job sharing within sixty (60) days after receipt of the request.
- C. Job Share Plan. Employees requesting job sharing shall submit a written plan developed jointly and submitted for approval. The plan will include the following:
 - 1. Daily schedule showing hours of work for each job sharer. Holidays shall be predetermined in the work schedule.
 - 2. Description of the division of duties and responsibilities assigned to the position.
 - 3. Description of the division of other responsibilities of the position, including but not limited to: staff meetings, conferences, in-services, committee work and agency contacts.
 - 4. A description of the communication system with consumer's families, etc., regarding the job sharing plan.

- D. Employer Evaluations. When a position is converted to a job shared position the Employer shall evaluate the change for a maximum of sixty (60) calendar days and in the event the change is unsatisfactory, the Employer may convert the position back to full-time. Each employee will return to their original position.
- E. Employee Reversion. The employee shall have the option of reverting back to their previous position and hours anytime during the first sixty (60) calendar days upon written notice to the Employer.
- F. Partial Vacancy. In the event one of the employees in job shared position terminates employment or otherwise leaves the position, the remaining employee shall have the option of assuming full-time employment. If the employee does not wish to exercise this option, the Employer will attempt to recruit and fill the position in accordance with the Collective Bargaining Agreement. If the Employer is unable to fill the job shared position for any reason, including incompatibility of available candidates for job sharing or the level of benefits provided to the position, the remaining employee shall be provided the option of assuming full responsibility for the job or shall be deemed to have voluntarily resigned.
- G. Vacancy. In the event both the employees in a job shared position leave the position at the same time, the Employer shall convert the position back to full-time.
- H. Fringe Benefits. Fringe benefits will be provided to employees who share in accordance with the following guidelines:
1. Health Care, Optical, Dental and Disability benefits shall be provided in such a manner so as not to exceed the cost to the Employer if one (1) full-time employee was eligible for family benefits. For example, the base full family cost of the Health Care options, plus family cost of Dental, plus family cost of Optical and cost of Disability, will be divided by two (2), and this amount will be split and shall be available to the employee for purchase of the benefit the employee desires. The employee may purchase additional coverage by payroll deduction.
 2. All accrual benefits will be provided on a pro-rated basis.
 3. Life Insurance will be the same as provided to part-time employees.
- I. Posting. In the event that an employee wishes to job share and is unable to find a co-applicant, the Human Resources Department may post the job share position.

2.28 Program Evaluations

The agency is committed to collecting feedback from bargaining unit employees on a regular basis. This will occur through multiple avenues and address areas such as culture, communication, job satisfaction, employee retention and overall suggestions at both a program and agency level.

Bargaining unit employees will also have the opportunity to provide open-ended comments as part of the feedback.

Management will share the results of the information gathered and utilize this feedback to impact the agency Strategic Planning Process.

By the end of calendar year 2024, the agency will make an anonymous and voluntary survey available to all bargaining unit employees, for the above purposes. The agency will share the results with the Union upon request. Management will utilize the input gather to establish appropriate action plans to be incorporated in the Strategic Planning Process. The agency will not be obligated to conduct the same survey in following years, unless parties agree.

DRAFT

SECTION 3

WORKING CONDITIONS

3.1 WORKING HOURS

- A. Regular Work Week. The regular full-time work week shall consist of forty (40) hours.
- B. Lunch. Employees shall be permitted up to one (1) hour off for lunch. Such time shall be without pay and shall be scheduled by the Employer.
- C. Breaks. Employees may take a fifteen (15) minute break during the first four (4) hours and a fifteen (15) minute break during the last four (4) hours of their work day.
- D. Minimum Hours.
 - 1. The minimum amount of hours an employee will be paid on any given shift or regularly scheduled staff meeting shall be no less than two (2) hours. This shall include employee evaluations, in-services, and physical evaluations (excluding TB test and readings) called by the Employer.
- E. Flexible Work Hours. The parties to this agreement recognize that flexibility in work schedules can be beneficial to employees.

Each Program shall, consistent with its operating needs, accept and consider requests from full-time and part-time employees to allow them to voluntarily work a flexible work schedule.

- 1. Applications. An employee may apply in writing for a significant change in start and end work times and in a regular work schedule (e.g., a full-time employee working four (4) ten (10) hour days per week, 9 a.m. – 6 p.m. five (5) days per week, etc.) Requests will be equal to their FTE for the work week with a maximum of ten (10) hours per work day.

The Employer will approve or deny any requests in writing within fourteen (14) calendar days after receipt of the request. The Employer shall provide the reason for this decision in writing. The timelines may be extended by mutual agreement. The Employer shall have the right, in its sole and absolute discretion, to approve or deny a request for a change in work hours.

The immediate supervisor shall upon written request of the employee meet with the

employee to give them an opportunity to address any difficulties to modify their request.

2. Approved flexible schedules shall be subject to the following requirements:
 - a. Paid Time Off (PTO) accruals shall be earned on all hours paid while working a flexible schedule.
 - b. Holiday pay will be applied equal to the employee's FTE.
 - c. All leave usage must equal the hours an employee was scheduled to work.
 - d. The approval or denial of the request rests in the sole and absolute discretion of the Employer. The Employer must approve or deny the request within fourteen (14) calendar days of receipt.
 - e. The original approved/denied request form is sent to and reviewed by Human Resources and a copy is sent to the Employee and the Union.
 - f. The employee shall have the option of reverting back to their original schedule anytime by providing thirty (30) calendar days' written notice to the Employer.
 - g. At any point after the initial thirty (30) calendar days after the change in work schedule, the Employer may return the employee back to their original schedule with fourteen (14) calendar days' written notice to the employee. The written notice shall include the reasons for the decision. The immediate supervisor shall upon written request of the employee meet with the employee to give them an opportunity to address any difficulties before returning to the original schedule.
 - h. If an approved schedule is rescinded or canceled by either the supervisor or the employee, the supervisor must notify Human Resources. Human Resources shall provide a copy to the Union.
 - i. Appeal. In the event that an employee's request for a flexible schedule is denied or rescinded, the employee shall utilize the appeal procedure as listed below:
 - i. An employee may request a meeting with the immediate supervisor within seven (7) days of the receipt of the denial.
 - ii. If the outcome of the meeting does not result in resolution acceptable to the employee, they may request a meeting with the next level of management within seven (7) days of the meeting with the immediate supervisor.
 - iii. If the outcome of the meeting does not result in resolution acceptable to the employee, they may request a meeting with the Program Director within seven (7) days of the meeting with Management.
 - iv. If the outcome of the meeting does not result in resolution acceptable to the employee, they may request a meeting with the Chief Human Resources Officer (CHRO), or their designee.

- v. The CHRO shall make a written determination to the Program/Associate Director of whether the employee's request is feasible including the basis for such determination. If the CHRO determines that the request is not feasible, the denial will be upheld and is not grievable. If the CHRO determines that the request is feasible, it shall provide recommendations for the schedule change. The Employee, the Union, the Supervisor and the Program Director shall be provided with a copy of the CHRO's written determination.
- vi. The Program Director shall implement the CHRO's recommendations for a trial period of thirty (30) calendar days. After the trial period, the Program/Associate Director shall decide if the flexible schedule meets programmatic needs. If the Program/Associate Director finds that the flexible schedule is acceptable, this shall become the employee's permanent schedule. If the Program/Associate Director finds that the schedule is not acceptable, the employee shall be reverted to their previous schedule with a written thirty (30) calendar day notice. This notice shall also include a written explanation for the denial. This decision shall be final and is non-grievable.

- F. Remote Work Hours. The parties to this agreement recognize that flexibility in location for virtual training can be remote and beneficial to employees and the agency.

Each program shall, consistent with its operating needs, accept and consider written requests from full-time and part-time employees to allow them to attend virtual trainings that are more than four (4) hours in duration remotely. The Employer shall review each request reasonable in approving or denying remote training requests.

3.2 OVERTIME FOR EMPLOYEES

- A. TOPS, Skilled Trades, Direct Care Paraprofessionals.

- 1. Overtime for TOPS and Skilled Trades employees is defined as all hours worked in excess of forty (40) hours in one (1) work week. These employees shall be compensated at the rate of time and one-half (1-1/2) for all overtime hours worked.
- 2. 24/7 Program
Overtime for TOPS, Skilled Trades, and Direct Care Paraprofessional employees within a 24/7 Program, will be paid at a rate of time and one-half (1- ½) for filling shift vacancies when their time exceeds 40 hours paid in a week, with supervisor approval.

3. By mutual consent between the employee and the Employer, TOPS or Skilled Trades and Direct Care Paraprofessional employees may be granted compensatory time at the rate of time and one-half (1-1/2) for all overtime hours worked in lieu of overtime premium.

B. Professional Employees

1. Non-Exempt

The Employer agrees to provide either overtime pay or compensatory time at the Employer's option to professional employees who are non-exempt to the extent required and in a manner consistent with the applicable provisions of the Federal Fair Labor Standards Act, being 29 USC, Section 201, et. seq.

2. Exempt

The Employer agrees to provide straight compensatory time to professional employees who are exempt for all hours worked in excess of eighty (80) hours in a two (2) week pay period. Special Part-time professionals who are exempt shall receive straight time pay for all hours worked in excess of eighty (80) hours in a two (2) week pay period.

3. Non-Exempt – 24/7 Program

The Employer agrees to provide pay at a rate of time and one-half (1-½) for filling shift vacancies when their time exceeds 40 hours paid in a week. All pay at the rate of time and one-half (1 ½) must have prior supervisor approval.

4. Exempt – 24/7 Program

The Employer agrees to provide pay at a rate of time and one-half (1 -½) for filling shift vacancies when their time paid exceeds 80 hours paid in a paid period. All pay at the rate of time and one-half (1- ½) must have prior supervisor approval.

- C. Call-In. TOPS and Skilled Trade employees called in for Overtime shall be guaranteed at least four (4) hours pay at the rate of time and one-half (1-1/2). This minimum guarantee shall not apply to those who remain after regular working hours.

- D. Equalized Overtime. Whenever Overtime is required, the TOPS/Skilled Trade employees with the least number of Overtime hours who, in the opinion of the Program Director, are capable of performing the desired work based on the technical skills for which they were

hired and within their program and location will be called first, and so on down the list, in an attempt to equalize the Overtime hours.

- E. Unavailable Employees. For purposes of equalization, time not worked because the TOPS/Skilled Trade employee was unavailable, or did not choose to work, will be charged the average number of Overtime hours of the employees working during that call out period.
- F. Approval. All hours worked are paid in wages or compensatory time. All overtime or compensatory time must be approved by the immediate supervisor. A Supervisor may require an employee to have written approval prior to working compensatory time or overtime. Failure to obtain appropriate approval will not stop the employee from being paid but may result in discipline.
- G. Compensatory Time. The maximum accumulation of compensatory time is eighty (80) hours. A non-exempt employee who has accumulated the maximum compensatory hours shall be paid overtime for any additional overtime hours of work. Any compensatory time in excess of eighty (80) hours accumulated by an exempt employee shall be lost, unless that employee has requested to use compensatory time and that request has been denied. An employee shall be permitted to use compensatory time within a reasonable period after it is requested if its use does not unduly disrupt the operations of the Employer. Upon termination, non-exempt employees shall be paid for any accrued compensatory time which the employee requested to use and that request was denied, provided they have requested to use the compensatory time at least thirty (30) days prior to resignation.

3.3 TRAVEL ALLOWANCE

- A. Mileage Allowance:
 - 1. All employees required to drive their own motor vehicle in the course of their employment with the Employer shall be paid at the IRS rate. Mileage accumulations shall be figured on a weekly basis. Employees may submit travel reimbursement claims less frequently.
 - 2. When employees who submit their completed travel reimbursement claims in accordance with Finance policy, procedure, and instructions to their Coordinator or their designee and the claims are received in the Finance Department by noon Friday, electronic fund transfer reimbursement or check reimbursement shall

be effective or mailed no later than two Fridays following the submission. Any change in Finance policy, procedure or instructions shall not unreasonably prevent employees from receiving travel reimbursement. Any taxable reimbursement shall be effective or mailed no later than three Fridays following the submission.

3. All mileage claims from a prior fiscal year ending September 30th, must be received in the Finance Department by no later than the following October 15th or the next business day if the 15th falls on a weekend. If the mileage claims from the prior fiscal year are received in the Finance Department after the above deadline, the claims shall not be paid. The Employer shall continue to publish an annual reminder to employees of the above deadline unless circumstances beyond its control prevent it from doing so in which case the above deadline shall not apply.

B. Meals and Other Expenses:

Employees shall be compensated for meals and other expenses in the same manner and amount as the Employer adopts for other employees.

3.4 AUTOMOBILE INSURANCE REIMBURSEMENT

The Employer agrees to reimburse an employee for the actual cost of providing a rider to their auto insurance coverage that moves the employee's insurance rate from a "Regular Usage Class" to a "Business Usage Class" up to a maximum reimbursement of three hundred dollars (\$300.00) per year when an employee is designated by the Employer to use their personally-owned vehicle for business use in such a manner that the employee's insurance carrier requires "Business Usage" coverage. This provision only applies to an employee who is designated by the Employer to use their personally-owned vehicle for Community Mental Health Authority business.

3.5 BULLETIN BOARDS

The Employer shall provide reasonable space on existing Bulletin Boards in each building which may be used by the Union for posting notices of the following types:

- Notices of Recreational and Social Events
- Notices of Elections
- Notices of Results of Elections
- Notices of Meetings

Other notices regarding Union activities may be posted upon approval of the Chief Human Resources Officer.

3.6 CLASSIFICATIONS REVIEW - COMMITTEE

This Classification review procedure shall be available only to determine whether an employee is working out of classification. The parties agree the study done by the Civil Service Department circa 1984 (a.k.a. Sullivan Study) will not be used in this process, unless all members of the Committee agree to its use. The Classification Review process shall be:

- A. Classification review determinations shall be conducted once a year.
- B. Approved changes in classifications shall be effective with the fiscal year following the submission of the classification review packet.
- C. Classification review packets may be submitted to the immediate supervisor at any time but no later than May 15 for consideration in that budget year.
- D. A request for a classification review shall be made as follows:
 1. A request for a classification review may be made by an individual employee or the Supervisor/Program/Associate Director of a unit/program. Requests by more than one (1) employee in the same classification, in the same sub-unit, may be consolidated by mutual agreement between the Employer, the Union and the employees.
 2. Human Resources shall provide employees/supervisors/program/associate directors with a classification packet which includes a copy of this procedure, a cover form, and any other forms that may be required.
 3. The employee shall complete their portion of the classification packet (attach any supporting documents) and no later than May 15, give it to their immediate supervisor, with a copy to the Human Resources Department.
 4. The immediate supervisor shall review the packet, make comments, and forward both the packet and comments on to the Program/Associate Director for further review and comment. The Program/Associate Director shall send the full packet to the Human Resources Department no later than June 1.
 5. Upon receipt of the packet(s) the Human Resources Department shall review the materials for completeness. If the packet is incomplete, it shall be returned to the Program/Associate Director(s) for the necessary information.

6. The Classification Review Committee comprised of one Union representative from the Local or from the appropriate bargaining unit to be selected by the Union, one member of the Human Resources Department, and a Program/Associate Director, shall be convened to review each request. However, the Program/Associate Director shall not be from the Program requesting the review. Upon the request of the Classification Review Committee, other administrative staff (i.e., Medical Director, Nursing Administrator, Office Manager, etc.) may provide consultation to the Committee on classification reviews. However, the consultant may not vote on the final classification review.
7. The Committee, the Union and the employee shall be provided with a complete copy of all submitted materials supporting the classification review, along with any additional written information provided by the Supervisor or Program/Associate Director. The Committee shall have access to any relevant documents.
8. Each employee requesting a classification review shall have up to one (1) hour to meet with the Committee to provide any additional information they would like the Committee to consider. Up to two (2) hours may be given for group requests. If the employee is part of a bargaining unit, they may have their Union steward or representative present at the meeting and the Union steward may address the Committee in support of the classification review. The Supervisor and Program/Associate Director shall also be available to address the Committee and answer any questions the Committee may pose.
9. Following the meeting, the Committee may request further documentation from the employee, the Supervisor or the Program/Associate Director pending a final decision. The Committee may also request that the Medical Director provide input to the Committee on clinical positions.
10. The Committee shall vote on each classification review following the meeting with the employee. However, the Committee may choose to suspend such a vote for up to two (2) weeks pending receipt of additional information.
11. The Committee shall make a written determination to the Program/Associate Director of whether the employee is working out of the employee's classification, including the basis for such determination. If the Committee determines the employee is working out of the employee's classification it shall specify what classification the employee is recommended to be reclassified to. If one of the Committee members has a differing opinion, such opinion shall be included in writing with the determination. The Employee, the Union, the Supervisor and the Program/Associate Director shall be provided with a copy of the Committee's written determination.

12. The Program/Associate Director shall decide whether to reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties from the employee's current position. If higher duties are to be removed the Program/Associate Director shall specify in writing which higher duties are to be removed. This decision shall be completed in time to be implemented by the next budget year and communicated to the Human Resources Department, the Program, the Union, and the employee, in writing.
13. The Program/Associate Director's decision to reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties shall be final and is non-grievable. If the Committee determines that the employee is working out of classification, and the Program/Associate Director does not reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties, the employee shall have the option of grieving. Any grievances filed regarding the application of this section shall begin at Step 3.
14. If a position is proposed to be reclassified to a new classification, that classification shall be established in accordance with the "Rates of New Jobs" article of this agreement.
15. Any increase in pay due to any reclassification will be effective with the next fiscal year. If duties are to be removed in lieu of reclassification, but the reduction in duties has not been finalized by the beginning of the next fiscal year, the employee will receive a 7% increase in pay from the beginning of the new fiscal year until such time as the duties have been removed.

3.7 CLASSIFICATION REVIEW- OUTSIDE OF COMMITTEE

A supervisor who believes there is a need for an employee to be placed into a different job classification due to increased duties or changing duties will present the case to their Program Director with supporting justification for the change.

- A. Justification for the proposed change must include a revised job description and a separate list identifying the higher level or changed job duties.
- B. If the Program Director agrees with the proposal and its justification, the Program Director will develop a written explanation of the specific source of the salary increase related to the reclassification. The source of funding for any salary increase must be a permanent under spending in the salary related budget line items of the program or department within which the position is located. When this step is completed the

justification and the funding source information will be forwarded to the Chief Human Resources Officer for review and consideration. Upon receipt, the Chief Human Resources Officer will forward a copy of the documentation to the Union.

- C. The packet will be reviewed by the Chief Human Resources Officer or designee for completion and assurance that the job description is in accordance with agency standards and that it does not create a conflict with other positions within the organization.
- D. The Chief Human Resources Officer or designee shall also determine the appropriate salary level related to the classification. This will insure any changes made are comparable and in line with agency salaries. The Chief Human Resources Officer or designee will notify the submitting director in writing the salary level determination and forward a copy of the complete packet of information to the Union for review and consideration.
- E. If the request is approved by the Chief Human Resources Officer or designee and the Union, the Program Director making the request will complete all position control and status change requirements to change the position.
- F. The Employers' decision to reclassify the employee's position shall be final and is non-grievable.
- G. If a position is proposed to be reclassified to a new classification, that classification shall be established in accordance with the "Rates of New Jobs" article of this agreement.

3.8 REIMBURSEMENT FOR DAMAGED PROPERTY

- A. Personal Property. The Employer will reimburse an employee for damage to Clothing, Eyeglasses or Corrective Appliances (such as a Hearing Aid) caused by a consumer. In addition, the Employer will reimburse an employee for damage or loss of other personal property caused by a consumer to the extent that such reimbursement is covered by CMHA-CEI insurance. In addition, the Employer will assist an employee in being reimbursed for reasonable costs by the responsible person for loss or damage to personal property caused by the consumer.
- B. Cars. If an employee is required to have a car as part of their job, the Employer will reimburse the employee for damage to employee's car caused by a consumer while the employee is on duty and/or on the Employer's premises up to a maximum of \$500.00. The employee must first submit any damage to their insurance and the Employer will not

reimburse for any damage covered by insurance, nor any damage which cannot be established as directly attributable to the Employer's consumers. However, if estimates of damage do not exceed Employee's insurance deductible, they/she shall not be required to submit a claim to their insurance carrier. Further, the Employer will not reimburse employees for damages caused when transporting a consumer if an Employer vehicle was available for that transport.

3.9 PROFESSIONAL LIABILITY INSURANCE

The Employer shall maintain Professional Liability Insurance for its employees, which shall cover said employees during the course of their official duties. The Employer shall determine the type and amount of coverage it will provide employees. The Employer shall provide the Union notice of any changes in current coverage.

3.10 TRIPS WITH CONSUMERS

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

- A. Volunteers. If the Employer decides to arrange a trip with consumers, the number of volunteers needed will be determined based on consumer needs and levels of functioning. If an insufficient number of employees volunteer, the Supervisor may volunteer or cancel the trip.
- B. Pay. Each employee who volunteers for such a trip shall be given identified paid working times. Such times shall be in at least eight (8) hour increments per day. Additional hours may be assigned according to program needs for adequate staff coverage.
- C. Meals. An employee who accompanies consumers on such a trip shall be permitted to eat with the consumers during their identified working time, and the cost of the meal shall be covered by the Employer.
- D. Expenses. The Employer shall assume the cost of any expenses related to the trip such as lodging, meals, entrance fees, etc., for all staff assigned to accompany consumers on the trip, when approved by a Supervisor as necessary to accomplish the trip.
- E. Alternate Worksite. If an employee does not accompany the consumers from their normal work site on such a trip and no consumer or alternate work remains at the worksite, the Employer shall attempt to provide an alternate work site while the consumers are gone.

3.11 LABOR/MANAGEMENT COMMITTEES

A. Safety and Health Committee

1. Committee Appointment. The Employer shall maintain a Committee which shall include safety and health issues. The Employer shall work with the Union to appoint at least three (3) employees from Local 459 bargaining units to the committee. This Committee shall meet at least quarterly to make recommendations to the Employer.
2. Recommendation. The Employer shall make available all recommendations made by the Safety and Health Committee.

B. Budget Develop Advisory Group (BDAG)

The Budget Development Advisory Group (BDAG) is a joint Labor/Management Committee which meets for the purpose of presentation by management, to labor, information and materials related to the annual budget development process, including budget balancing proposals which will be recommended to the Finance Committee and/or Board of Directors.

The Employer will schedule a BDAG meeting prior to budget information being released to the entire agency and/or the public. BDAG members will be allowed to ask questions and make suggestions related to budgetary issues. In addition to, up to two (2) Union representatives, the Union will be allowed to appoint up to three (3) Large Unit Members, two (2) Residential Unit Members, and one (1) RN Unit Members to the BDAG. The Union also reserves the right to substitute a representative from another unit into a spot designated for a particular unit.

C. Health Care Committee (HCC)

The Health Care Committee (HCC) is a joint Labor/Management Committee which meets for the purpose of research and recommendation to their respective stakeholders' health care options with the view determining whether changes in current health care plans could provide an overall reduction in health care premiums. Cost reduction changes in health care plans will be examined from the view of the impact changes will have on quality and integrity of the benefit being considered. This includes, but is not limited to: substitution of plans, changes in carriers, alternate plan options, and other ways to find costs savings with health care.

The HCC will review a yearly analysis of the Hard Cap and 80/20 methods of employees' share of premium (per PA 152) and make a recommendation to Leadership. This

recommendation will be based on the method (Hard Cap or 80/20) which results in the least overall cost to employees.

HCC will meet monthly unless mutually agreed upon by the Employer and the Union to meet more/less. In addition to up to two (2) Union representatives, the Union will be allowed to appoint up to three (3) Large Unit Members, two (2) Residential Unit Members, and one (1) RN Unit Members to the HCC. The Union also reserves the right to substitute a representative from another unit into a spot designated for a particular unit.

3.12 SCHEDULING, RELIEF HOURS

- A. Relief Hours. For purposes of scheduling, each special part-time employee shall be assigned a program. "Relief Hours" shall be defined as the total of hours worked by an employee in a special part-time or casual position since the employee's last date of hire. Overtime shall be counted as straight time for relief hours' purposes. Relief hours will be updated at the end of each calendar quarter and shall then remain in effect until the end of the next calendar quarter.
- B. AMHS Crisis Services Mental Health Therapists. For purposes of scheduling Crisis Services Mental Health Therapists, vacant hours shall be divided into two (2) categories.
1. Hours that are normally filled by a regular employee but are vacant due to leave of absence under Section 4.1 (A through E) or Section 4.7 or due to a resignation.

These hours shall be offered on a seniority basis to regular part-time employees to the extent that the employees' total hours do not exceed forty (40) hours per week and provided that other employees are able to assume the hours which are vacated by the regular part-time employee. Hours that are not filled by a regular part-time employee shall be filled in accordance with paragraph two (2) below.

2. Hours that are not normally filled by a Regular employee.
 - a. First, regular part-time employees assigned to Crisis Services may add up to eight (8) hours to their position, but not to exceed forty (40) hours per week, prior to hours being offered to special part-time employees, but the regular part-time employees must agree to work the shift(s) for at least a six (6) month period of time.
 - b. These hours shall then be offered to employees at Crisis Services. The employees with the most relief hours worked shall have the option of choosing a shift first and so on until each employee has been given the

option to choose one (1) shift. This procedure shall then continue until all vacant shifts are filled.

However, special part-time employees that have been scheduled less than sixteen (16) hours in a pay period shall have priority over other employees in receiving these hours.

3. If hours become available in Crisis Services after the regular scheduling meeting, but more than twenty-four (24) hours before the shift, the Employer will attempt to fill the shift on a voluntary basis, if the Employer determines the shift must be filled. If a volunteer cannot be obtained, paragraph four (4) below will be used.
4. If hours are available which no one is willing to agree to work, the Employer may require the employee in the classification with the least seniority (or the least relief hours worked) to work such hours. However, the Employer may skip any Employee that was mandated to work a shift in the last thirty (30) days. Before requiring the least senior employee to work such hours, the Employer will make all reasonable attempts to secure coverage on a voluntary basis, including calling the on-call employee if it appears the on-call coverage will not be needed.

C. AMHS Bridges Crisis Unit Mental Health Therapist and Mental Health Worker Scheduling.

1. Temporary assignments shall be offered in accordance with Section 2.5.
2. Available shifts will be offered by categories, in the following priority order:
 - a. CMHA-CEI Holidays (first priority)
 - b. Vacations not taken in accordance with Section 2.5 (second priority)
3. In the priority order noted above, shifts from each category will be offered to relief employees according to the number of relief hours worked, beginning with the employee with the most overall relief hours and ending with the employee with the least overall relief hours. If, after offering the category hours to all relief staff, shifts remain, then a second round shall be offered, beginning with the employee with the least overall relief hours and moving up.
4. If hours become available after the regular scheduling meeting, the Employer will attempt to fill the shift on a voluntary basis, if the Employer determines the shift must be filled. If a volunteer cannot be arranged, paragraph five (5) below will be used.

5. If hours are available which no one is willing to agree to work, the Employer may require the Special Part-Time or Casual employee with the least relief hours worked to work such hours. However, the Employer may skip any employee that was mandated to work a shift in the last thirty (30) days. Before requiring the least senior Special Part-Time or Casual employee to work such hours, the Employer will make all reasonable attempts to secure coverage on a voluntary basis, including offering it to Part-Time employees.

D. Security Guards. For purposes of scheduling Security Guards, vacant hours shall be divided into two (2) categories.

1. Hours that are normally filled by a regular employee but are vacant due to leave of absence under Section 4.1 (A through E) or Section 4.7 or due to a resignation. These hours shall be offered on a seniority basis to regular part-time employees to the extent that the employees' total hours do not exceed forty (40) hours per week and provided that other employees are able to assume the hours which are vacated by the regular part-time employee. Hours that are not filled by a regular part-time employee shall be filled in accordance with paragraph two (2) below.

2. Hours that are not normally filled by a Regular employee.

- a. First, regular part-time employees assigned to Security Guard Positions may add up to eight (8) hours to their position, but not to exceed forty (40) hours per week, prior to hours being offered to special part-time employees, but the regular part-time employees must agree to work the shift(s) for at least a six (6) month period of time.

- b. The employees with the most relief hours worked shall have the option of choosing a shift first and so on until each employee has been given the option to choose one (1) shift. This procedure shall then continue until all vacant shifts are filled.

However, special part-time employees that have been scheduled less than sixteen (16) hours in a pay period shall have priority over other employees in receiving these hours.

3. If hours become available after the regular scheduling meeting, but more than twenty-four (24) hours before the shift, the Employer will attempt to fill the shift on a voluntary basis, if the Employer determines the shift must be filled. If a volunteer cannot be obtained, paragraph four (4) below will be used.

4. If hours are available which no one is willing to agree to work, the Employer may require the employee in the classification with the least seniority (or the least

relief hours worked) to work such hours. However, the Employer may skip any Employee that was mandated to work a shift in the last thirty (30) days. Before requiring the least senior employee to work such hours, the Employer will make all reasonable attempts to secure coverage on a voluntary basis.

E. All Other Programs and Classifications.

1. Temporary assignments shall be offered in accordance with Section 2.5.
2. The Employer will distribute relief hours within each program in an equitable manner consistent with operational needs and the skills of the available employees. If the Union believes these principles are being violated, it may grieve the distribution of the hours. Violations may result in an employee being given first preference for next available hours.

F. Student Assistance Providers

1. ~~Student Assistance Providers shall be scheduled at the discretion of the school principals. All other factors being equal, school assignments shall be offered to the employee who has been a Student Assistance Provider for the greatest number of years.~~
2. ~~If a position no longer exists at a given school or if a principal no longer wishes to utilize a specific employee, the employee displaced shall be offered vacancies at other schools to the extent practical.~~
3. ~~If two or more employees have the same number of years as a Student Assistance Provider, seniority as defined by Section 1.10 Seniority of the Large Unit Collective Bargaining Agreement shall serve as a tie breaker.~~

3.13 MEDICAL EXAMS

- A. Application. This procedure shall be used in the event that the Employer and an employee cannot agree whether the employee is able to perform the duties of their regular job or an appropriate light duty job.
- B. Medical Exams. The Human Resources Department may require an exam by a doctor, at the Employer's expense, to determine the employee's ability to perform the relevant job duties, if the Employer has reasonable basis. Such an examination shall not include drug or HIV testing. Unless on an approved unpaid leave or on worker's compensation, employees shall be compensated for all time spent at such examination. Prior to a required exam, the Union shall be notified. The employee may obtain a second opinion, at the

employee's expense, and, in the event there is a dispute between the Employer's doctor and the employee's doctor, both of those doctors shall select a third doctor, whose decision shall be final and binding on the parties. The decision of the third doctor shall be expressly limited to the issue of whether the employee is able to perform the relevant job duties, and shall not be admissible by either party for the purpose of determining whether the employee is eligible for disability benefits under the Workers' Compensation Disability Act or any disability insurance policy. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee, if not covered by the employee's insurance.

- C. Disputes. If an employee is required to obtain an exam and if the employee does not believe the Employer has reasonable basis, the employee may grieve such requirement. If an employee declines to obtain the exam and is disciplined and it is later ruled the Employer did not have reasonable basis, any discipline for declining shall be overturned and the employee made whole.

3.14 DRUG AND ALCOHOL TESTING

The parties to this Agreement recognize the importance of having employees who are free from the influences of illegal drugs and alcohol usage. Therefore, they freely enter into this provision which allows for drug and alcohol testing of employees under conditions stated herein.

- A. Proscribed Conduct. Conduct to be proscribed by this Article 3.13:

1. Being on-duty with a blood alcohol content in excess of .02. NOTE: The Employer maintains a policy of "zero tolerance" for substance abuse. Accordingly, an employee who reports to work who has the appearance of having used alcohol (for example, who has an odor of alcohol or who was observed apparently using alcohol) will be sent home without pay, and may be subject to progressive discipline upon repeated incidents. If such employee denies the use of alcohol, they or she may request to be allowed to take an Authorized Test, and the burden shall be on the Employer to establish that the employee's odor or appearance was to a reasonable certainty due to alcohol use or consumption.
2. Being on-duty with the presence of an illegal drug as defined in Section 2.E, below, or drug as defined in Section 2.C, below, in the employee's system.
3. Failing to report to the Employer within five (5) days following a conviction, that the employee has been convicted of a criminal alcohol or drug offense for a violation occurring in the workplace.

- B. Definitions. When used in Article 3.13 the following terms shall mean:

1. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.
2. Alcohol Test means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.
3. Drug means any of the following used without a prescription, or used in a manner inconsistent with prescribed use.
 - a. marijuana
 - b. cocaine
 - c. opiates
 - d. amphetamines
 - e. phencyclidine
 - f. any other substance listed as of the effective date of this Agreement in Schedules 1 and 2 of part 72 of the Michigan Public Health Code, being Sections MCL 333.7201 et seq., as may be amended. Upon ratification of this Agreement, the Employer shall obtain and provide copies of such schedules to the Union. If the listed schedules are amended during the term of this Agreement, the Employer may request the Union to discuss modification of this list.
4. Drug Test means a chemical test administered for the purpose of determining the presence or absence of a drug or illegal drug, or metabolites of a drug or illegal drug, in a person's bodily fluids.
5. Illegal Drug means a drug which was not prescribed by a person licensed for that purpose.
6. On Duty means being engaged in the performance of work responsibilities for the Employer, or being on call.
7. Refusal to consent to submit to a Drug and/or Alcohol Test means any of the following:
 - a. Failing to provide an adequate sample without an adequate medical explanation;
 - b. Engaging in conduct that obstructs the testing process;
 - c. Refusing to consent to be tested, where a test is requested in accordance with this Article.
8. Reasonable Suspicion means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an

employee is using or may have used a Drug, Illegal Drug, or alcohol in violation of this Article 3.13.

9. Rehabilitation Program means an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.
 10. Drug/Alcohol Testing Coordinator (DATC) means a person with special training and/or education in the area of substance abuse.
- C. Authorized Tests. With regard to alcohol, only those tests (either breath, blood, or urine) which are admissible in court shall be authorized. With regard to drug testing, the Employer shall either contract with a designated agency to collect samples or insure they have staff trained and proficient in “chain of custody” procedures. Only chain of custody procedures which include a blood or urine test will be accepted as evidence a person violated this Article 3.13. Split samples will be taken and employees who test positive will be given an opportunity to arrange for a second test at their expense.

Any person involved in administering a test for either drugs or alcohol that is not properly certified to use a piece of equipment or perform a specific procedure will result in the test being unusable for the purpose of showing a violation of this Article 3.13.

- D. Procedure for Testing. The procedure for requiring an employee to submit to a drug and/or alcohol test shall be as follows:
1. Testing shall be performed for Reasonable Suspicion only.
 2. The Employer shall designate one or more Drug/Alcohol Testing Coordinator(s) who shall, in addition to their normal training/education, be trained in what constitutes reasonable suspicion to test an employee suspected of violating this Article 3.13.
 3. Any supervisor who suspects an employee is in violation of this Article 3.13 shall document their observations using the Supervisor’s Report of Reasonable Suspicion. Whenever possible the supervisor shall obtain corroboration from a second observer. The supervisor then removes the employee from the performance of their duties using caution to avoid undue embarrassment to the employee.
 4. The supervisor contacts the DATC designated by the Employer and relays their observations and, when available, the observations of the second observer. Only after the DATC gives approval for testing will the employee be required to submit to a drug and/or alcohol test.

5. If the preceding conditions are met, the Employer shall give the employee the opportunity to explain the circumstances that comprise the Employer's reasonable suspicion. The employee shall have the right of Union representation upon request. If the Employer is not satisfied with the explanation offered that the employee is not in violation of this Article 3.13, the Employer shall have the right to require the employee to consent to submit to appropriate testing, and to be tested upon such consent.
 6. The supervisor will make arrangements to have the employee transported to the test site. Upon completion of the test, the employee will be returned to work in the event of a negative alcohol test, taken home, or taken to a place of the employee's choosing (if reasonable). If the test was a breath test for the presence of alcohol and the test result is positive, the employee shall be offered the opportunity to consent to an immediate confirmatory blood test. If not returned to work, the employee will be considered to be in an off-duty status upon completion of the testing.
 7. Failure to consent to testing or confirmatory testing shall be treated as a positive test result, and the employee shall be so advised in the event of a refusal of consent.
 8. If an employee is required to be tested and if the employee does not believe the Employer has a reasonable basis to require such testing, the employee may grieve such requirement. If an employee declines to be tested and is disciplined, and it is later ruled that the Employer did not have a reasonable basis for testing, any discipline for declining shall be rescinded and the employee made whole.
 9. Employees are not to be allowed to drive once the DATC concludes that testing is appropriate, except in the event of a negative alcohol test. An employee who submits to testing shall be suspended from active duty without pay until the Employer receives the test results. The employee may elect to use accrued PTO in lieu of unpaid time off. If the test result is negative the employee shall be reinstated and made whole.
- E. Positive Test Result and Reporting. Any positive result of any test will be reported by the testing agency to the employee first. This notification will be in person or via telephone. If the employee is not available for the telephone call, they will be notified in writing. Such written notification will include the ability of the employee to appeal the finding at their own expense and the proper procedure for making the appeal. The correspondence will be sent via certified mail. Once proof of notification has been received or five days after the correspondence has been mailed to the employee, the testing agency will notify the Employer by contacting the Chief Human Resources Officer or their designee.

Once the Employer has been notified, the Chief Human Resources Officer or their designee shall proceed with the appropriate action. The employee will be given a second opportunity, with Union representation if requested, to explain why they/she tested positive prior to any further action taking place. If disciplinary action is to occur, the procedure of progressive discipline will be followed. Further, an employee who had not tested positive in the past may, in the Employer's discretion, be given the opportunity to complete a rehabilitation program as an alternative to discharge from employment, subject to any conditions the Employer may deem appropriate.

- G. Self-Reporting. An employee who voluntarily discloses to the Employer that they/she has a problem with alcohol or a drug (as defined by this Article) shall not be disciplined for such disclosure if, and only if, the problem is disclosed by the employee before the Employer has a Reasonable Suspicion for testing. At the Employer's request, the employee shall provide written confirmation from a care provider of the existence of such problem. The emphasis in dealing with self-reporting of a problem shall be on rehabilitation and treatment. After such disclosure the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work. An employee may use this self-reporting provision no more than two times. An employee making a report remains subject to all testing requirements and provisions set forth in this Article after making a self-report, and may be disciplined as the result of any subsequent test, including a follow-up test.

3.15 BED BUG TREATMENT PREVENTION AND SUBSIDY

The Employer shall provide bed bug protection supplies to employees that are required to conduct home visits, transport consumers, and/or work in consumers' homes. These supplies shall include, but are not limited to, shoe booties, gallon sized resealable plastic bags, rubbing alcohol, folding chairs, car seat covers, and wet wipes.

SECTION 4

ABSENCES AND LEAVES

4.1 ABSENCES AND LEAVES

- A. Leaves of Absence. Requests for leaves of absence shall be in writing and shall be submitted to the employee's immediate supervisor at least two (2) weeks prior to the starting date of the leave. While on a leave of absence, the employee shall notify the Employer of any change of address.

Leaves of absence may be granted without pay or fringe benefits for the reasons delineated below in Paragraph D. An employee on such leave will not accrue holiday, PTO or other accrual types of fringe benefits. In addition, the time of such leave will not be counted toward longevity bonus when such leaves are thirty (30) calendar days or longer in duration, except as allowed in Section 5.6. However, an employee on an approved leave of absence shall accrue seniority.

1. Cost Of Insurance For Leaves Less Than 30 Calendar Days

The costs for continuation of life insurance, disability insurance, dental insurance and health insurance benefits will be borne by Community Mental Health Authority for approved leaves of absence of less than thirty (30) calendar days and there shall be no discontinuation of insurance coverage.

2. Cost of Insurance For Leaves 30 Calendar Days or Longer

When an employee is on an approved leave of absence of thirty (30) calendar days or more an employee has two (2) options:

Option 1 - To Discontinue All Insurance Coverage

Insurance coverage as listed above shall automatically terminate the following month after the approved leave begins (the exact date to be determined by the carrier) unless the employee chooses option 2.

An employee's cost of insurance while on non-FMLA leave of thirty (30) days or longer begins thirty (30) days after an employee has exhausted their Paid Time Off (PTO), personal and compensatory leave banks. The Employer will begin counting the thirty (30) days on the first day that an employee receives no paid time or when the waiting period for disability benefits has been completed, whichever is earlier. Any Illness Leave Bank hours do not alter in any manner the cost of benefits while on a leave of thirty (30) days or more.

Option 2 - To Continue All or Part of Insurance Coverage

Insurance coverage as listed above may be continued without an interruption in insurance coverage; provided however, the employee completes and submits all required Consolidated Omnibus Budget Reconciliation Act (COBRA) documentation within required deadline. Failure to do so shall result in discontinuation of insurance coverage as defined above in Option 1.

3. Cost Of Insurance While On FMLA Leave

In the event an employee is eligible for FMLA leave, the Employer's portion of the cost for continuation of benefits shall be borne by the Employer for the duration of the qualifying leave in accordance with the FMLA.

- B. Termination of Leave. The Employer may terminate a leave of absence if substantial evidence indicates that the leave is no longer applicable. The employee shall give the Employer at least seven (7) calendar days' advance notice of their intent to return to work upon the completion of the leave. The Employer will schedule the employee's return to work within seven (7) calendar days from the date the employee indicates they are/she is able to return to work. These timelines may be waived by mutual agreement. The Employer may also request verification from the employee of their current status no more often than every thirty (30) calendar days. Such request shall be made via certified mail to the employee's last reported address. If the employee does not respond within five (5) working days, they shall be deemed to have voluntarily resigned.

C. Return to Employment. The Employer shall provide the employee the opportunity to return to employment at their prior position, provided the employee returns within ninety (90) calendar days from the date the leave was commenced. The Employer shall provide the employee the opportunity to return to employment at a level comparable to the position held at the time the leave of absence commenced, provided the employee returns to work immediately after expiration of the approved leave in the case of illness, workers' compensation, or maternity leaves under section D.1 and E below. In the event a leave of absence which is not an illness, maternity or workers' compensation leave, such as parental leave or educational leave, extends beyond ninety (90) calendar days, the Employer will not automatically hold a position for the employee, and the employee shall be provided the opportunity to return to employment at a level comparable to the position they held at the time the leave was granted if, and when, such position is available. If no such position is available when the employee is eligible to return from a Leave, the employee will be placed on layoff status as provided in Section 2.8. If the Employer intends to hold a position for the employee beyond the initial ninety (90) day period, the employee will be notified in writing at the time the leave is granted. The employee shall retain the right to decline the leave if the Employer is not holding a position for the employee.

D. Unpaid Leaves:

1. Illness Leave - An employee who is unable to work because of a non-occupational physical or mental illness or injury shall be entitled to a leave of absence up to a maximum of six (6) months. The maximum time for such leave of absence shall be twelve (12) months for an employee with three (3) years or more of seniority upon commencement of the leave. In all cases of illness leaves, the employee must provide their supervisor with a certificate from their physician attesting to the seriousness of the illness, with recommendation for a leave of absence. Such certification must also indicate the anticipated duration of the leave.
2. Educational Leave - An employee may be granted a leave of absence, at the Employer's sole option, up to a maximum of two (2) years to pursue a full-time educational program, provided the field of study is related to mental health and the job they ~~are/she is~~ currently performing or one for which a classification exists and they/~~she has~~ **have** an obvious potential of filling.
3. Prolonged Illness in Immediate Family - An employee may be granted a leave of absence, up to a maximum of six (6) months, to attend to the physical or mental health needs of a member of their immediate family. Immediate family in this case is defined as: spouse, parent, sibling, child or other relative or person in a similar relationship whose primary place of residence is the household of the employee. Requests for such leaves must be submitted to the employee's supervisor with certification from the attending physician stating that the employee's attendance is required and the anticipated duration of the leave.

4. Union Leave - One (1) employee designated by the Union shall be entitled to take up to ten (10) hours per week of leave without pay to handle Union business, provided the employee's work schedule is approved in advance by their Supervisor. The Employer shall not be obligated to grant a Union leave to more than one (1) employee from the Large, Residential and RN bargaining units. Any changes in the initially approved work schedule must be submitted by the employee to their supervisor at least two (2) weeks in advance of any proposed changes and must be approved by the employee's Supervisor prior to implementation. During the time the employee is on Union leave in accordance with this provision, they/she will be paid by the Employer only for hours worked for the Employer; however, fringe benefits will remain in force at the same level as they existed prior to the granting of such Union leave. Any other compensation to be provided to the employee will be the responsibility of the Union. The employee on Union leave shall not be disruptive of programming or staff in any manner. Therefore, any Union business involving employees other than the person on approved Union leave must be conducted during the affected employee(s) non-duty hours.
- a. The Union may elect the option to have the wages paid by the Employer and reimbursed by the Union. The Union shall put the election of the option in writing and provide it to the Chief Human Resources Officer at least two (2) weeks prior to the pay date.
 - b. The Union shall reimburse the Employer for the applicable wages. The Union shall pay the standard fiduciary fee charged to all agencies for the applicable wages to compensate the Employer for any administrative costs incurred. Any overtime or compensatory time shall not be reimbursed by the Union.
 - c. Working Additional Hours- An employee on Union leave shall work additional hours as outlined below.
 - i. If the Union elects to have the Union leave wages paid by the Employer and reimbursed by the Union, the employee on Union leave shall not work additional hours unless requested by the Employer. The employee shall be eligible for overtime and compensatory time for such hours as outlined under Section 3.2 Overtime for Employees without reimbursement by the Union.
 - ii. If the Union does not elect to have the Union leave wages paid by the Employer, the employee may work additional hours for the Employer.
5. Worker's Compensation Leave. An employee who is unable to work because of an occupational physical or mental illness or injury shall be entitled to a leave of absence for the duration of the time that they are eligible to receive worker's compensation benefits.

- E. Maternity Leave: Disability caused or contributed by pregnancy, miscarriage, abortion, or childbirth and recovery there-from shall be treated on the same terms and conditions as are applied under Section 4.7, Paid Time Off, and Section 4.1.D.1, Illness Leave.
- F. Personal Leave (without pay): Leaves of absence without pay shall be granted not to exceed two (2) weeks in a calendar year if they do not disrupt services in the sole and absolute discretion of the Employer.
- G. Conference Leave: To the extent that leaves are allowed by the Employer to Bargaining Unit employees for attendance at professional conferences, workshops, seminars and conventions which will benefit the Employer in the services it renders, the Employer shall make every effort to equalize the time allowed for such attendance among such employees, provided exceptions shall be in the sole and absolute discretion of the Employer.
- H. Parental Leave:
 - 1. In the event of the birth of a child or the adoption of a child, parental and/or adoption leave without compensation is available to employees. The length of this leave shall not exceed six (6) months from the birth of a child or the adoption of a child, except that the maximum time for the leave of absence may be as long as twelve (12) months from the birth of a child or the adoption of a child, for employees with three (3) years or more seniority. Such leave may be taken from paid time off or without pay.

4.2 FAMILY MEDICAL LEAVE ACT

In addition to any rights established in this Agreement, both the Employer and the employee reserve all rights afforded to them under the Federal Family Medical Leave Act.

Any unpaid leave taken by an employee in accordance with Sections 4.1.D.1., 3 or 5, or Sections 4.1.E or 4.1H shall count towards an employee's Family Medical Leave Act entitlement, and not be granted in addition to Family Medical Leave Act entitlements.

4.3 SABBATICAL LEAVE

Following five (5) years of continuous full time employment or its equivalent (10,400 hours) with the Community Mental Health Authority, a regular full-time or regular part-time employee shall be eligible for a Sabbatical Leave, provided the employee has had no more than a total of one

hundred eighty (180) days of unpaid leave in the three (3) years prior to the date the leave is requested, subject to the following conditions:

- A. Requests. The employee must request the leave at least sixty (60) days in advance of the beginning date of leave. The request must include the employee's plans for the duration of the leave, and where the employee will be located.
- B. Length of Leave. The time period of the leave is for a minimum of three (3) months and a maximum of twelve (12) months and must be determined prior to the commencement of the leave.
- C. Purposes. A Sabbatical Leave may be granted to an employee to do research, study, travel, work for another mental health agency on a temporary basis, or related endeavor. However, Sabbatical Leave shall not be granted to an employee to begin or expand private practice activities, to accept permanent employment elsewhere, or for formal educational purposes.
- D. Compensation. An employee will not receive pay during the Sabbatical Leave, but will continue to be covered by health, life, optical, disability, and dental insurance with the cost borne by CMHA-CEI to the extent that such costs are paid for employees not on leave. CMHA-CEI shall not be obligated to provide insurance benefits for an employee on Sabbatical Leave to the extent that the employee is eligible for such benefits through another Employer.
- E. Seniority. Seniority will continue to accrue for an employee on Sabbatical Leave.
- F. Replacement Employees. A temporary employee may be hired to replace an employee on Sabbatical Leave. The temporary employee will not be eligible for fringe benefits.
- G. Return from Leave. An employee will be placed in their former position upon return from a Sabbatical Leave. The employee shall submit a report on their activities during the Sabbatical Leave upon returning to work.
- H. Number of Leaves Approved. The Employer shall not be obligated to grant any Sabbatical Leave requests that would result in more than five (5) professional or three (3) TOPS or skilled trades employees being on leave at the same time on a Board-wide basis, or two (2) professional and one (1) TOPS employee(s) being on Sabbatical Leave in any one program. Further, the Employer shall not be obligated to grant more than one (1) Sabbatical Leave every five (5) years per employee.
- I. Approval Priority. Approved Sabbatical Leaves shall be granted on a "first come, first served," basis.

- J. Fringe Benefits. In order for an employee to qualify to have fringe benefits paid by the Employer during the term of the Sabbatical Leave as noted above, the employee must return to work upon completing the Sabbatical Leave and must remain back at work for a minimum of one (1) year or an amount of time equal to the Sabbatical leave, whichever is less. Failure to return to work, or upon returning, failure to remain an employee of the Board for a minimum of one (1) year or an amount of time equal to the Sabbatical leave, will cause the employee to be liable for the cost of all fringe benefits paid for by the Employer during the term of the Sabbatical Leave. A plan for repayment may be developed between the Employer and the affected employee; however, failure to complete payment for fringe benefits by the employee prior to termination will be grounds for the Employer to withhold payment from accrued vacation or other compensation due the employee at time of termination and/or pursue other legal remedies for collection of fringe benefit costs.

4.4 VOLUNTARY UNPAID LEAVE PROGRAM

Voluntary unpaid leave is permissible subject to the following conditions:

- A. Dollar Savings. Substantial Dollar Savings must be provided in order for requests to be considered, i.e. replacement staff cannot be hired for the person who is on the voluntary unpaid leave.
- B. Leaves Permissive. Requests for unpaid leaves are permissive, that is, they may, or may not, be granted by the employee's supervisor based upon programmatic needs. Leaves may, or may not, be granted back to back with vacations, depending upon programmatic needs.
- C. Approvals. All requests must be approved by the employee's supervisor, Program Director, and the Human Resources Department in advance.
- D. Accumulations. Normal PTO accumulations will continue during the voluntary unpaid leave.
- E. Overlapping Requests. If overlapping requests are received within the same unit, seniority within the unit will determine who may take leave.
- F. Duration. Unpaid leaves of absence generally may not exceed four (4) weeks or 160 hours in any calendar year.
- G. Increments. One (1) hour increments are the minimum recommended number of hours to take at any one time.
- H. Human Resources Department. All requests must be received by the Human Resources Department one (1) week prior to the leave.

- I. Examples of types of requests that might be submitted:
1. One (1) week (40 hours); or four (4) weeks (160 hours).
 2. Four (4) hours every Friday.
 3. Eight (8) hours every Monday.
 4. Any other variation that is not disruptive of program services in the opinion of the supervisor.
- J. Form. Employees wishing to request an unpaid leave of absence may do so by filling out the form available from their supervisor.

4.5 BEREAVEMENT LEAVE

An employee shall be allowed Bereavement Leave with pay for a death in the immediate family in accordance with the following:

- A. Immediate Family. Five (5) days Bereavement Leave for spouse, child, parent or for a member of the employee's immediate household.
- B. Other Family. Three (3) days Bereavement Leave for sibling, parent-in-law, sibling-in-law, grandparent or grandchild. For purposes of this section, an Other Eligible Individual's (as defined below) family shall be considered "in-law."
- C. Other Eligible Individual (OEI). For purposes of this section, OEI's family shall be considered "in-law." Employees may have one (1) OEI for bereavement purposes, if ALL of the following eligibility criteria are met:
- Employees who are married may NOT have an OEI;
 - The OEI may not be married to anyone else;
 - The OEI currently resides in the same residence as the employee and has done so for the last 12 months;
 - The OEI is not a renter, boarder, or tenant of the employee;
 - The OEI is not a "dependent" of the employee as defined by the IRS; and
 - The OEI is not eligible to inherit from the employee under the laws of intestate succession in the State of Michigan.

- Excluded from being the employee's OEI are the employee's children, grandchildren, parents, siblings, nieces/nephews, aunts/uncles, cousins and grandparents.
- D. Employee Pall Bearer. One half (½) day Bereavement Leave for an employee who is selected to be a pall bearer for a deceased employee.
- E. Union President. One half (½) day Bereavement Leave for the Union President, or their designee, in the event of the death of a Bargaining Unit employee to attend the funeral.
- F. "Step" Relationships. For purposes of this section, a "step" relationship shall be considered to be "immediate family".
- G. Consumer Funerals. In the event of the death of a current consumer, employees working directly with that consumer shall be allowed to attend the consumer's funeral during the employee's regular work hours. However, attendance at such funerals shall not interfere with the employee's availability to escort other consumers to the funeral.

4.6 JURY DUTY

An employee who serves on jury duty will be paid their regular pay. Proper proof of the jury pay shall be submitted in order to entitle the employee to regular pay.

The earnings shall be paid even when part or all of jury duty hours fall outside of hours regularly scheduled for the day. When an employee serves five (5) or more hours on jury duty in a day, the employee shall turn in the jury duty payment to the finance department and the employee shall not be required to work any hours. Payroll will pay the employee their regular pay for that day. If the employee is excused from jury duty after service of less than five (5) hours, they/she shall immediately call the supervisor and may be required to return to work. If the employee is not required to return, the employee shall be paid the benefit for the day. An employee on jury duty has no right or obligation to work overtime or extra hours on days in which they/she serves on jury duty.

Notwithstanding anything to the contrary in this agreement, an employee who normally works other than CMHA-CEI's normal day shift hours who is called for jury duty may, at the Employer's option, be reassigned to the day shift for the duration of the jury duty.

4.7 HOLIDAYS AND HOLIDAY PAY

A. Holidays Observed. The following holidays are observed by the Employer:

1. New Year's Day
9. Thanksgiving Day

- | | | | |
|----|------------------------|-----|-------------------------------|
| 2. | Martin Luther King Day | 10. | Friday following |
| 3. | President's Day | | Thanksgiving Day |
| 4. | Memorial Day | 11. | The Day before Christmas |
| 5. | Juneteenth | 12. | Christmas Day |
| 6. | Independence Day | 13. | The Day before New Year's Day |
| 7. | Labor Day | . | |
| 8. | Veterans' Day | | |

B. Observed Holidays Not Worked.

1. Regular full-time employees who are not required to work on the above observed holidays will receive eight (8) hours pay at their regular base rate for the holiday.
2. Regular part-time employees who are not required to work on the above observed holidays will receive pro-rated pay based on their employment status at their regular base rate for the holiday. Thus, an employee whose status is one-half (1/2) time shall be paid for four (4) hours on a holiday they ~~she is~~ are not required to work.

~~3. School based employees shall receive holiday pay for the holidays observed by the Employer between August and June. They shall receive holiday pay for any holidays in July if they remain in paid time status. Each employee shall receive pro-rated pay based on their employment status at their regular base rate for the holiday. Thus a School Based Employee whose status is 0.5 FTE shall be paid for four (4) hours on such a holiday.~~

~~An employee collecting unemployment is not considered to be in paid time status for purpose of this paragraph.~~

4. Hours paid to employees for not working on an observed holiday under this subsection shall be reduced by any hours worked on an observed or calendar holiday for which employees earn Compensatory Time or are paid at the rate of time and one-half (1 1/2).

Illustrative Statement 2005 - For example, an employee whose status is one-half (1/2) time would normally be paid for four (4) Hours on an observed holiday they ~~she is~~ are not required to work. The employee works for two (2) hours on either the observed or calendar holiday. The employee would receive two (2) hours of pay at their base rate under 4.7.B Observed Holidays Not Worked in addition to any other compensation the employee is entitled to under other subsections of 4.7 Holidays and Holiday Pay.

- C. Weekends. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. However, if Christmas and New Year's Day fall on a Sunday or Monday, Friday and Monday are observed as the holidays.

- D. Vacations. When a holiday falls within an employee's vacation period, the employee will receive compensation for that day as a holiday and that day will not be considered as a vacation day.
- E. Holidays Worked. Regular full-time/part-time employees who are required to work on a holiday shall receive regular pay at their base rate for all hours worked and in addition shall earn Compensatory Time or be paid at the rate of time and one-half (1 ½) for all hours worked on such holiday at the employee's discretion.
- F. Eligibility. To be eligible for holiday pay, an employee must work the last scheduled day before, and the first scheduled day after, the holiday (plus the holiday, if scheduled) unless the absence has been approved by the Supervisor.
- G. Weekend Programs. Employees who work in the ACT Program, Bridges Crisis Unit, Crisis Services or the House of Commons shall receive regular pay at their base rate for all hours worked and in addition earn compensatory time or additional pay for time worked as outlined below:
1. Employees who work on a calendar holiday which is not the observed holiday and who do not work on the observed holiday, shall earn Compensatory Time or be paid at the rate of one and one-half (1 ½) for time worked at the employee's discretion.
 2. Employees who work on a calendar holiday which is not the observed holiday and who also work on the observed holiday shall earn compensatory time or be paid at the rate of time and one-half (1 ½) for the day in which the greatest number of hours were worked at the employee's discretion. (Employees shall not earn Compensatory Time or additional pay for time worked for both days.)
 3. If an Employer establishes new work units which are normally operating on weekends and which are staffed by employees in this Bargaining Unit, the Employer and the Union will meet to discuss whether or not the employees in that work unit will be covered by the above language.
- H. Special Part-Time Employees.
1. Special part-time employees shall be paid at time and one-half (1-1/2) their straight time rate for work on a observed holiday.
 2. A special part-time employee who is in a temporary assignment shall receive holiday pay if the program in which the employee is working is closed for the holiday.

- I. Co-Locations. Employees working at sites operated by another employer are defined as co-locations. When the Employer's paid holidays do not match the co-location employer's holidays, an employee may voluntarily agree to trade a non-matching holiday. If the employee trades holidays, they shall only receive pay as outlined in this Section for traded holiday, but not the holiday they gave up. In no event shall the employee lose any holidays. Upon hire and no later than each subsequent December, the employee shall meet with the Employer to discuss possible holiday trades. Holiday trades shall be discussed with the Employer and not the co-locations onsite supervisor. Any trade shall be irrevocable for the remainder of the calendar year except by mutual agreement.

Illustrative Statement 2015 - For example, an employee works at a co-location where Good Friday is a recognized holiday, but President's Day is not. If the employee voluntarily trades the President's Day holiday for Good Friday, they would work President's Day, but not Good Friday. They would not receive additional pay for working on President's Day. They would receive pay as in this Section for either working or not working on Good Friday.

4.8 PAID TIME OFF

- A. Hours Earned. All employees covered by this agreement shall earn paid time off in accordance with the following schedule:
1. During the first (1st) year of employment, an employee shall earn 7.69 hours for every eighty (80) hours paid.
 2. Commencing with the second (2nd) year of employment and through the third (3rd) year of employment, an employee shall earn 9.23 hours for every eighty (80) hours paid.
 3. Commencing with the fourth (4th) year and through the sixth (6th) year of employment, an employee shall earn 9.85 hours for every eighty (80) hours paid.
 4. Commencing with the seventh (7th) year and through the ninth (9th) year of employment, an employee shall earn 10.46 hours for every eighty (80) hours paid.
 5. Commencing with the tenth (10th) year of employment and thereafter, an employee shall earn 10.77 hours for every eighty (80) hours paid.
 6. Commencing with the fifteenth (15th) year of employment and thereafter, an employee shall earn 11.08 hours for every eighty (80) hours paid.

7 Commencing with the twentieth (20th) year of employment and thereafter, an employee shall earn 11.38 hours for every eighty (80) hours paid.

~~8. Student Assistance Providers shall be given ten (10) paid days off and an additional eight (8) hours of paid time off at the beginning of each school year for each 173 hours of scheduled work. Should their hours be adjusted upwards or downwards during the school year, the paid time off will be adjusted accordingly. An employee may use paid time off for vacation or illness. Any paid days off not used by the beginning of the new school year shall be forfeited.~~

B. Use. Paid time off may not be used before it is earned as set forth above.

C. Rate of Pay. Employees will be paid their current rate of pay while on paid time off and will receive credit for any and all benefits provided for in this agreement.

D. Scheduled Time Off.

1. Use of Time. An employee may use scheduled paid time off at their discretion. Each Program Director or their designee shall schedule paid time off to accommodate the operating requirements of the program and, insofar as possible, the written request of the employee. The Employer shall respond to any written request for paid time off by no later than two (2) weeks.

An employee using approved scheduled time off and working additional hours outside their regular schedule shall be allowed the option to draw down PTO or Personal Leave to insure pay equivalent to their FTE.

2. Scheduling Conflicts. In the event of conflicting requests for scheduled paid time off periods by employees, priority shall be based on seniority, all other things being equal.

E. Unscheduled Time Off.

1. Use of Time. An employee is eligible for unscheduled paid time off upon approval of their immediate supervisor for absences due to illness or injury to the employee, their spouse, their child or for a member of the immediate family residing in the same household. When unscheduled paid time off is requested for the illness of a spouse or immediate family member, the employee shall provide the supervisor with a physician's statement immediately upon return to work. An employee shall inform their immediate supervisor of their inability to work prior to the start of their shift, however; when circumstances beyond the employee's control prevent such notification. In unusual circumstances, this requirement may be waived provided that failure to notify their immediate supervisor within two (2) working

days shall be cause for denial of pay for the period of absence, and/or discipline or dismissal.

2. Doctor's Certification. The Employer retains the option to require a doctor's certification of illness and/or fitness to return to work when there is a reason to believe an employee is abusing unscheduled time off, when the request for unscheduled time off is long-term, or when the Employer believes there is some question regarding the ability of the employee to do their required job upon return to work from unscheduled paid time off.
3. Disability/Worker's Compensation. Under no circumstances shall an employee receive paid time off while they ~~are/she is~~ receiving benefits from the Employer's disability insurance plan or workers' compensation plan.
4. Abuse. An employee who abuses paid time off or fails to produce physician's certification when required to do so, as specified in this Section of the Agreement, will not be paid for the time in question and may be subject to disciplinary action.

F. Accumulation and Carry-Over.

Effective January 1, 2024 an employee shall not be allowed to carry more than two hundred eighty (280) hours. If time was requested at least two weeks' prior and is denied and will result in an imminent loss of accrual, the manager will work with the employee to offer alternative time off for the employee within the pay period. If that is not agreed upon, those hours will be rolled over to be used within the next 30 days.;

~~An employee shall not be limited on accumulation of paid time off during the calendar year, but an employee shall not be allowed to carry more than two hundred eighty (280) hours from one calendar year to the next. An exception to this limit shall be that if any employee requests scheduled paid time off and that request is denied, an employee shall then be allowed to carry over the amount of hours requested and denied in addition to the 280 hours.~~

G. Paid Time Off Buy-Out.

Each December, an employee shall be eligible to convert up to eighty (80) hours each accumulated Paid Time Off to wages, subject to the following conditions:

~~Effective December 2015, and each December thereafter, an employee shall be eligible to convert up to eighty (80) hours accumulated Paid Time Off to wages, subject to the following conditions:~~

1. An employee shall receive one (1) hour of pay for each ~~two (2)~~ ~~one (1)~~ hours converted.

2. An employee may convert up to eighty (80) hours.
3. Employees may not convert paid time off hours in any amount that would reduce their paid time off below ~~220~~ 200 hours.

H. Paid Time Off Donations.

1. An employee may donate accumulated PTO hours at any time to the Illness Leave Bank or directly to any 459 Bargaining Unit member through the Illness Leave Bank provided:
 - a. No more than one hundred twenty (120) hours of accumulated PTO is donated per calendar year.
 - b. Accumulated PTO hours are donated in hourly increments.
 - c. Accumulated PTO hours are not donated within thirty (30) calendar days of termination. Any hours donated during this period shall be voided.
2. An employee may receive Sick Leave from the Illness Leave Bank provided:
 - a. The employee has been on illness leave, an approved leave under Section 4.1.D.3. Prolonged Illness in Immediate Family, or a leave to care for a family member that qualifies under the Family Medical Leave Act for ten (10) consecutive calendar days or more beginning with the employee's absence on their first scheduled day of work. For example, an employee is scheduled to work Monday, Wednesday and Friday. They work a partial day Monday due to illness. Their illness leave would begin Wednesday.
 - b. The employee has used or will use all of their accumulated PTO hours, Personal hours and Compensatory Time and the injury or illness disability is not covered by Workers' Compensation.
 - c. Illness Leave Bank hours may be requested only:
 - In the event that a leave is for a duration, which is equal to or greater than ten (10) consecutive calendar days equal to or less than thirty (30) consecutive calendar days beginning with the employee's absence on her/his first scheduled day of work.
 - The maximum amount of hours that an employee would be eligible to receive is twenty-two (22) days, pro-rated based on the employee's full-time equivalent status (FTE).
 - Illness Leave bank hours may not be used to cover the same period

of time an employee is receiving disability payments.

3. All hours donated shall be considered of equal value regardless of the salary level of the employee donating. All hours received shall be considered of equal value regardless of the salary level of the employee accepting the hours.
4. Any requests to donate or receive Illness Leave Bank hours shall be made in writing to the Finance Payroll Department. The effective date for the request is the date the request is received by the Finance Payroll Department. Hours from the Illness Leave Bank shall be assigned on a first come first served basis using the effective date of the request, unless these hours were donated directly to a 459 Bargaining Unit member through the Illness Leave Bank. Any directly donated hours which are not used for the recipient's request within thirty (30) days from the beginning of the leave shall be assigned on a first come first serve basis as outlined above for other employee's requests.
5. The Finance Payroll Department shall maintain a record of any hours donated or received and furnish the Union with a copy upon request.

I. Termination.

An employee who is laid off, retires or severs employment shall receive any unused paid time off in wages.

J. Prior Sick Leave Account.

Effective 1/1/96 each employee's sick bank, vacation bank, and personal leave bank were converted to Paid Time Off. Any employee whose total accumulations were greater than 280 hours had the remaining hours set aside in a bank called prior sick leave account (PSLA) to be used for future unscheduled time off and paid time off donations.

A similar conversion will occur for any employee who transfers into the bargaining unit if their total accumulations exceed 280 hours.

Employees who terminate their employment with the Employer shall receive any unused paid time off only in wages. The accumulations held in the PSLA shall not be paid off, unless the employee retires from the Employer or upon the employee's death, to their beneficiary, at the rate of one-half (1/2) his/her current annual pay up to a maximum payment equivalent of eighty (80) work days' pay.

4.9 PERSONAL LEAVE WITH PAY

A. Effective January 1, 2004, employees covered under this Agreement (except **Student Assistance Providers** and Special Part-time employees) shall receive hours of paid personal leave each year per F.T.E. This time shall be accredited to the employee on January 1st of each year.

B. All existing employees shall receive sixteen (16) hours of paid personal each year per F.T.E. Personal leave is computed for new employees on the following basis during their first year of employment:

<u>Hire Date</u>	<u>Number of Hours for F.T.E.</u>
Between January 1 - June 30	16
Between July 1 - September 30	8
Between October 1 - December 31	0

C. Part-Time Employees. All part-time employees covered by this Agreement shall earn pro-rata personal time based on hours worked.

D. Personal leave is not accumulated and must be used before December 31st or it will be lost.

E. Employees covered under this Agreement (except **Student Assistance Providers** and Special Part-time employees) shall receive additional days of paid personal leave each year per F.T.E. This time shall be credited to the employee on January 1st as follows:

1. One (1) additional day (over and above the number of personal days the employee was receiving) upon reaching ten (10) years or more of seniority. Maximum of three (3) days.
2. One (1) additional day (over and above the number of personal days the employee was receiving) upon reaching fifteen (15) years or more of seniority. Maximum of four (4) days.

F. The Employer may not deny requests to use personal leave with pay. Employees are required to notify their direct supervisor when using personal leave with pay. The Employer shall not impose any additional notice requirement except as follows.

1. ~~AMHS Crisis Services Mental Health Therapists & Psychologists Working Outside of Normal Business Hours~~ AMHS Crisis Services Mental Health Therapists & Psychologists working an afternoon shift any day of the week, an overnight shift any day of the week or a day shift on a Saturday or Sunday as defined in Section 5.13 may utilize their personal leave with pay to depart from their work site while on shift under the following conditions.

1. **24/7 Programs** – Employees in 24/7 Programs may utilize their personal leave with pay to depart from their work site while on shift under the following conditions.
 - a. **Emergency** - An emergency shall be defined as a serious unexpected matter requiring immediate attention **of the employee**. In the case of an emergency, employees shall only be required to provide notice to the Employer as soon as possible. Employees shall not be required to wait for coverage for emergencies.
 - b. **Non-Emergency** – **The employee may utilize personal leave with pay with sufficient staffing levels to maintain services.**
~~The employee may not leave until coverage is available. Coverage being available shall include another Mental Health Therapist or Psychologist already working. The Employer or designee agrees to make every attempt to secure coverage promptly when contacted for non-emergency requests including utilizing Section 2.20 Crisis Services On-Call. If coverage is not obtained within one (1) hour of the supervisor or designee being contacted, the employee shall be paid double time until they are able to leave.~~

4.10 WORKERS COMPENSATION WAITING PERIOD WHEN INJURED BY A CMHA-CEI CLIENT

A. **Advancing PTO Leave**

Employees who qualify for Workers' Compensation benefits due to an injury by a CMHA-CEI client and do not have sufficient paid time off (PTO) accrued to cover the six-day waiting period, are eligible to receive advanced PTO to cover such waiting period. Employees will be required to pay the advance back. 48 hours is the maximum number of hours that can be advanced, for full-time employees, or 8 hours per scheduled day. Part-time employees shall have the advance pro-rotated based on full-time equivalent hours (FTE). Employees must use all accumulated paid time off before applying for such advance. Employees who qualify for this advance shall submit a written request with their time card.

B. **Free Paid Days Off**

Special Part-Time employees, who qualify for Workers' Compensation benefits due to an injury by a CMHA-CEI client, will be given paid days off to cover the waiting period (the first six days) and will not be required to pay the hours back. 42.88 hours is the maximum number of hours that can be provided, generally 5.36 hours per day. These free hours are calculated at the same rate as Workers' Compensation (i.e. two-thirds). The hours granted shall be determined by the days the employee was scheduled, if the employee is scheduled in advance.

If not scheduled in advance, the number of hours per week average over the prior two pay periods will be used to calculate pay. Employees who qualify for free paid days off shall submit a written request with their time card and write in the number of hours requested under the “other” section of the time card.

4.11 AGENCY CLOSURE FOR WEATHER

The Employer may request employees who are already on shift to voluntarily stay for the next shift when the Employer has closed the agency due to severe/inclement weather. The Employer is temporarily not required to contact other employees in this circumstance. Employees shall not work more than eighteen (18) continuous hours awake. All employees working in subunits the Employer designates remain open while the agency is closed shall be paid time and a half (1 ½) for any non-overtime hours or double time for any overtime hours from the time the closure is declared until the agency is declared open again.

SECTION 5

COMPENSATION AND BENEFITS

5.1 LIFE INSURANCE COVERAGE

A. Full-time Employees.

1. The Employer agrees to pay the full premium of Term Life Insurance for regular full-time employees. The amount of coverage shall be based on each employee's annual salary as follows:

	<u>Insurance Value</u>	<u>AD & D</u>
Up to \$10,000	\$25,000	\$25,000
\$10,001 - \$15,000	\$30,000	\$30,000
\$15,001 - \$20,000	\$35,000	\$35,000
\$20,001 or more	\$40,000	\$40,000

- B. Part-time Employees. Regular part-time employees shall be provided Term Life Insurance in the amount of Fifteen Thousand and no/100 Dollars (\$15,000.00), with AD & D in the amount of Fifteen Thousand and no/100 Dollars (\$15,000.00).
- C. Salary Figure. The annual salary figure used to determine the amount of an employee's Life Insurance coverage shall be the employees' salary as of January 1st of each year of this Agreement.
- D. Effective Date. Such Life Insurance coverage shall be effective the first (1st) day of the month after the person has been employed by the Employer. The Employer reserves the right to change carriers.
- E. Supplemental Insurance. After execution of this agreement, additional supplemental Term Life Insurance may be obtained in the amounts of \$5,000, \$10,000, or \$20,000, with the employee paying through payroll deduction.

5.2 HEALTH CARE COVERAGE

- A. Plans. Each regular full-time and regular part-time employee may choose to be covered by employer provided health care plans:

1. Health care plan with \$10.00 co-pay on office visits, \$10.00 co-pay on generic/\$20.00 co-pay on brand name/\$40.00 co-pay on brand name non-formulary prescription drugs, \$35 urgent care co-pay and \$75 emergency room co-pay. Plan includes employer funded health reimbursement account (HRA) with a portion of the deductible to be paid by the employee.
2. Health care plan with \$10.00 co-pay on office visits, \$10.00 co-pay on generic/\$20.00 co-pay on brand name/\$40.00 co-pay on brand name non-formulary prescription drugs, \$35 urgent care co-pay, and \$75 emergency room co-pay. The full annual deductible shall be paid by the Employer through a health reimbursement account (HRA.) (Plan option 25A from documents distributed at the October 12, 2009 meeting of the Health Care Committee and bargaining teams).
3. High Deductible Health Plan (HDHP) with negotiated deductibles. Employees may choose to establish a Health Savings Account (HSA.)
 - a.. Effective plan year 2019—employer to fund a portion of the deductible into employee’s HSA account: \$1000 annually for single coverage and \$2000 annually for double and family coverage.

B. Premiums.

1. The Employer reserves the right to substitute another carrier provided the basic provisions of the current coverage will not be changed. The effective date of such coverage shall be as provided by the carrier.

In addition, upon the request of either party, the Parties will meet starting no earlier than August 1st and ending no later than October 15th of each year of this Agreement, to explore alternate plan options to replace plans expiring on the immediately following December 31st. Except for changes in carriers or coverage’s permitted under the first paragraph of this subsection 5.2.B.1, the parties may make changes to the health care plans only by mutual agreement. After October 15th of each year of this agreement, the parties shall have no obligation to meet until August 15th of the following year except for meetings outlined in Section 3.11.C Health Care Committee.

Effective January 1, 2014 and through the term of this Agreement, the Employer’s portion of the Base Plan cost shall be determined in accordance with Public Act 152 of 2011. If the “hard cap” method is applied, any employee portion of the remaining costs shall be calculated using the weighted average of premium method as outlined in the Employer’s document titled “Effects of PA 152 as of 2011” distributed at the joint labor/management Health Care Committee meeting on February 25, 2013 (hereinafter referred to as “the weighted average hard cap

method”). If the “80/20” option is selected, it shall be applied to each plan and class of coverage (i.e., the Employer will pay no more than 80% of the premium of single, 2-person, or family coverage).

2. Employees may elect non-Base Plan Coverage.

Effective January 1, 2014 and through the term of this Agreement, where such selection is made, the Employer will elect to comply with PA 152 of 2011 by using either the “hard cap” or the “80/20” method for calculating its maximum premium contribution for the employee health care benefits provided under this Agreement. The Employer’s premium contribution under either the weighted average hard cap method or the “80/20” method for an employee electing a non-Base Plan will be based upon the higher of the base premium for the two (2) Base Plans provided to employees effective January 1, 2014.

3. Base Plans. The Base Plans shall be:

- Effective plan year 2019: High Deductible Health Plan (HDHP)

4. A Flexible Premium Account shall be established for any premium co-pay that is eligible to be paid with pre-tax dollars.

5. If allowed by the carrier, with no cost to the Employer, a rider allowing members of the employee’s household, who are not otherwise covered, shall be added to each plan. Such member of the employee’s household must meet the eligibility requirements of the plan. An employee who is eligible to have such member of the employee’s household covered must pay through payroll deduction for any additional premium costs due to the coverage. Other Eligible Individuals (OEI) shall not be covered by this section.

6. If allowed by the carrier, a rider allowing Other Eligible Individual (OEI) or the equivalent and their dependents, if any, shall be added to each plan. The OEI must meet all of the following eligibility requirements.

- a) The OEI must meet the age requirement of the carrier, and is mentally competent to consent to contract.
- b) The employee and the OEI must have continuously shared a residence for a minimum of eighteen (18) months immediately prior to the date coverage is requested.
- c) OEI is not eligible to inherit from the Employee under the laws of intestate succession in the State of Michigan.
- d) OEI is not related by blood to a degree of closeness that would prevent legal marriage in Michigan.
- e) Neither Employee nor OEI is married (even if legally separated).

- f) The OEI is not a “dependent” of the Subscriber as defined by the Internal Revenue Service.
- g) Evidence that at least THREE (3) of the following are true of (A, B, C, or D):
 - A. Employee and OEI have a common or joint ownership of their primary residence (home, condominium, or mobile home).
 - B. Employee and OEI have at least TWO (2) of the following arrangements (two of 1,2,3, or 4):
 - 1) Joint ownership or lease of a motor vehicle; or
 - 2) Joint bank account(s); or
 - 3) Joint credit card account; or
 - 4) A lease for a residence identifying both the Employee and OEI as tenants.
 - OR-
 - C. The OEI has been designated as the primary beneficiary for at least TWO (2) of the following (two of 1,2, or 3):
 - 1) Employee’s life insurance; or
 - 2) Employee’s will or living trust; or
 - 3) Employee’s MERS retirement contract
 - OR-
 - D. Evidence that the Employee and OEI have mutual durable power of attorney for health care and financial management for each other.

C. Part-Time Employees.

- 1. All part-time employees who are regularly scheduled to work twenty (20) or more hours shall be eligible to receive base plan single coverage health insurance.

Effective January 1, 2014 if “hard cap” is applied, a part-time employee choosing a non-base plan shall pay the same premium co-pay paid by a full-time employee who elects a non-base plan (e.g. part-time employees hired or transferred prior to 8/13/94 will pay over the cap of coverage elected and part-time employees hired or transferred after 8/13/94 will pay over the cap for coverage

eligibility), and **in addition**, shall pay any co-pay required of a part-time employee pursuant to the schedule set forth below.

SCHEDULE OF ADDITIONAL PART-TIME ELECTIVE CO-PAYS

<u>Date hired or transferred into part-time Employment Status</u>	<u>Regularly Scheduled Hours</u>	<u>Co-Pay for Electing Additional Coverage</u>
Prior to 8/13/94	At least 20 but less than 30 hours	10% of the hard cap amount of the elected coverage for two-person/family SUBJECT TO SUB-PARAGRAPH 3, below.
Prior to 8/13/94	At least 30 but less than 40 hours	No additional co-pay required for two-person base PLAN COVERAGE. 5% OF THE HARD CAP AMOUNT for family coverage subject to paragraph 3, below.
After 8/13/94	At least 20 but less than 30 hours	Option to purchase two-person or family coverage AT THE CO-PAY COST OF THE DIFFERENCE BETWEEN THE SINGLE base plan premium rate and the premium rate of coverage elected.
After 8/13/94	At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. Option to purchase family coverage at the co-pay cost of the difference between the two-person base premium rate and the premium rate of coverage elected.

Effective January 1, 2014 if “80/20” is applied, a part-time employee choosing a non-base plan shall pay the same premium co-pay paid by a full-time employee who elects a non-base plan (e.g. part-time employees hired or transferred prior to 8/13/94 will pay 20% of the premium for

coverage elected and part-time employees hired or transferred after 8/13/94 will pay 20% of the premium for coverage eligibility), and **in addition**, shall pay any co-pay required of a part-time employee pursuant to the schedule set forth below.

SCHEDULE OF ADDITIONAL PART-TIME ELECTIVE CO-PAYS

Date hired or transferred into part-time <u>Employment Status</u>	<u>Regularly Scheduled Hours</u>	<u>Co-Pay for Electing Additional Coverage</u>
Prior to 8/13/94 base plan but less than	30 hours	At least 20 10% of two-person or family premium rate whichever is elected, SUBJECT TO SUB-PARAGRAPH 3, below.
Prior to 8/13/94	At least 30 but less than 40 hours	No additional co-pay required for two-person base PLAN COVERAGE. 5% OF THE PREMIUM AMOUNT for family coverage, subject to sub-paragraph 3, below.
After 8/13/94	At least 20 but less than 30 hours	Option to purchase two-person or family coverage AT THE CO-PAY COST OF THE DIFFERENCE BETWEEN THE single base plan premium rate and the premium rate of coverage elected.
After 8/13/94	At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. Option to purchase family coverage at the co-pay cost of the difference between the two-person base premium rate and the premium rate of coverage elected.

3. An employee hired or transferred into their position prior to 8/13/94 shall not pay more than called for a similar employee hired or transferred after 8/13/94. This

provision shall also apply to all part-time employees including Residential employees and any employee who transfers to the Large Unit as a part-time employee or any full-time employee of the Large Unit who is involuntarily reduced to a part-time position pursuant to lay-off.

D. Special Part-Time Employees/Student Assistance Providers

1. Special part-time employees within the Bargaining Unit that have averaged twenty (20) hours or more per week for two (2) consecutive calendar quarters prior to enrollment, shall be entitled to enroll in the Employer's health care coverage and may cover their family under such coverage, provided the employee pays a full monthly premium cost through payroll deduction. Employees who elect to purchase such health care coverage must enroll in the health care program within thirty (30) days after they become eligible under this paragraph, or they may then only enroll in the next open enrollment period, provided they have met the twenty (20) hours per week average for the two (2) consecutive calendar quarters prior to such open enrollment. An eligible employee who exercises this option shall maintain such health care coverage for at least one (1) year, or the length of their employment as a special part-time employee (whichever is less). Failure to maintain coverage for the required period shall result in an employee being ineligible to exercise this option in the future. Failure to provide payment to the Employer for any premium amount which cannot be collected through payroll deduction by the end of the applicable month will also result in the employee's ineligibility for exercising this option in the future.
2. ~~Student Assistance Providers who are scheduled to work at least 760 hours per year shall receive single health care coverage, as defined under paragraph C above. This coverage shall begin upon hire and shall terminate upon leaving the agency or at the beginning of the new school year, should the employee no longer be given hours.~~

E. Health Care Buy Out.

Employees that are eligible for Employer paid health care coverage including OEI coverage may elect the following health care buy out in lieu of such coverage:

1. Effective plan year 2019: Employees who are receiving health care from another source shall have the option of receiving, instead of health care, a negotiated flat rate monthly payment. This payment will be with the second paycheck of each month.

2. At the employee's option, and as an alternative to option one (1) above, the payment may be received as wages, deposited as an equivalent amount into the employee's deferred compensation account or an equivalent amount deposited into the employee's dependent care assistance account (up to the IRS limit).
3. Employees who choose option one (1) or two (2) above shall sign a form attesting to their alternative health care coverage and waiving the Union and the Employer of any liability.

Employees shall be allowed to exercise the option of monthly payment instead of health care during the annual open enrollment period or the month following attainment of the alternative health care.

4. It is expected that employees who choose this option shall not re-enroll for at least a one-year period unless they lose their alternative coverage.
5. Employees who choose the monthly payment instead of health care and who subsequently lose their alternative health care shall be allowed to re-enroll the month following the loss of alternative coverage.

F. Health Care Buy Down.

Employees that are eligible for Employer paid two-person or family health care coverage excluding OEI coverage may elect the following health care buy down in lieu of such coverage:

- 1.

Effective plan year 2019: Employees who are receiving health care from another source covering members of their family shall have the option of receiving, instead of health care, a negotiated flat rate monthly payment. This payment will be with the second paycheck of each month.

For example, a full-time employee with a family is entitled to employer paid base plan health care coverage for a family. If the employee's spouse and children receive health care coverage from another source, the employee would be entitled to a monthly buy down payment.

2. At the employee's option, and as an alternative to option one (1) above, the payment may be received as wages, deposited as an equivalent amount into the employee's deferred compensation account or an equivalent amount deposited into the employee's dependent care assistance account (up to the IRS limit).

3. Employees who choose option one (1) or two (2) above shall sign a form attesting to their alternative health care coverage for their family members and waiving the Union and the Employer of any liability.

Employees shall be allowed to exercise the option of monthly payment instead of health care during the annual open enrollment period or the month following attainment of the alternative health care.

4. It is expected that employees who choose this option shall not re-enroll for at least a one-year period unless they lose their alternative coverage.
5. Employees who choose the monthly payment instead of health care for their family members and who subsequently lose their alternative health care for their family members shall be allowed to re-enroll the month following the loss of alternative coverage.

G. Medical Flexible Spending Account.

All Bargaining Unit employees shall be allowed to participate in the current Medical Flexible Spending Account. Annual deposits to this account shall not exceed the limit currently in effect. Any change must be agreed to by the Union and the Employer.

5.3 RETIREE HEALTH CARE

- A. Retiree Health Insurance. Retirees shall be allowed to continue health insurance coverage through the Employer's group plan (at their own expense) without time limit (Employer will not apply COBRA time limits). Retirees may pay by check or electronic fund transfer.

B. Accessing Benefits

1. Any retiree who is eligible will be allowed to purchase health care at an amount determined by the Union less than the cost, provided there are funds available in the Retiree Health Care Account to cover the full amount of the offset.
2. In order to be eligible for the discount, a former employee must:
 - a. Retire from employment with CMHA-CEI after October 1, 1991.
 - b. Be in a Residential, RN or Large Bargaining Unit position for ten (10) years, including the five (5) prior to retirement.

- c. Buy health care through CMHA-CEI.
 - d. Be at least sixty (60) years of age with ten (10) years of service credit or fifty-five (55) years of age with twenty (20) years of service. If all other criteria are met, discount will begin at the applicable age (e.g., 55 or 60).
 - e. Be a retired CMAH-CEI employee, receiving health care coverage through the Employer, but the retired employee is not the policy holder and loses coverage (e.g., divorce from the policy holder, death of the policy holder).
3. Retired employees qualifying for the discount shall have the full amount deducted from the next month's premium. If the discount exceeds the next month's premium, the balance shall be deducted from the following month's premium.
 4. The Union may increase or reduce the amount of the discount, by notifying CMHA-CEI and the current participating retirees in writing at least thirty (30) days prior to the beginning of the effected month.
 5. Retiring employees who participate in the discount shall be required to sign a form stating they are aware that there is no guarantee of on-going discounts in the future.
 6. The Union shall direct CMHA-CEI where the current funds are to be invested. Such direction shall be in writing and funds shall not be moved more than twice (2) in any calendar year.
 7. Changes in the administration of the Retiree Health Care Account shall be mutually agreed to by the Union and CMHA-CEI .

C. Funding

2. Effective 2019: No later than April 1st of each year, the Employer shall deposit a payment of thirty thousand thirty-eight dollars and sixty-eight cents (\$30,038.68) into the joint Large/Residential/RN Unit Retiree Health Care Premiums Account. The deposit of thirty thousand thirty-eight dollars and sixty-eight cents (\$30,038.68) for all three units is the Employer's total annual obligation on behalf of all three bargaining units.

Interpretive Statement 2001: The parties intend that the annual deposit shall be made into the Retiree Health Care Fund during years beyond the life of this Agreement unless changed through future negotiations after the expiration of the Agreement.

5.4 DISABILITY INSURANCE

The Employer agrees to pay the full premium on a group short-term and long-term disability insurance policy, effective thirty-one (31) days after a regular full-time or regular part-time employee becomes disabled as defined by the carrier. The terms and conditions of such disability policy shall be those currently carried by the Employer. The Employer reserves the right to substitute another carrier, provided the basic provisions are not changed.

5.5 RETIREMENT

- A. MERS Plan. Employees shall be covered by the Municipal Employees Retirement System Plan B-4 with F55/20. An employee shall receive one (1) month of credited service for every month they are paid for forty (40) hours. The Employer agrees to abide with all the terms and conditions of that program or a similar retirement plan with the Municipal Employees Retirement System or provided by another carrier which is no less favorable than the current plan.

Effective January 1, 2006, all payments to employees for health care buy out as outlined in Section 5.2.E Health Care Buy Out shall be considered included wages for the purposes of calculating an employee's final average compensation. All employee contributions on buyout wages made prior to March 31, 2005, will remain in the plan as included wages for the purposes of calculating the employee's final average compensation.

- B. Cost. The total cost for the Municipal Employees Retirement System plan currently in effect will be borne by the Employer except that employees shall pay 5.28% of all compensation through payroll deduction using pre-tax dollars in order to cover the cost of the F55/20 and the difference between the B-2 and the B-4.
- C. Other Plans. The Employer and the Union agrees that the Municipal Employees Retirement System (MERS) plan may not offer as great a return for Bargaining Unit employees as other competing plans and/or systems. Therefore, the Employer and the Union agree to explore other equivalent type plans and/or systems if and when, Community Mental Health Authority is legally able to withdraw from the Municipal Employees Retirement System.
- D. Credited Service. Any employee covered by this Agreement who is employed as of the effective date of this Agreement shall be given Service Credit for any time they/~~she~~ accrued in the Residential Bargaining Unit.

5.6 LONGEVITY

All regular full and part-time employees covered by this Agreement will receive a longevity bonus in addition to their regular pay according to the following rules and schedule of payment no later than the pay date which includes the employee’s anniversary date:

Illustrative Statement 2021: For example, the pay date is 01/22/2021. Staff with Longevity Anniversary dates 01/09/2021 through 01/22/2021 will be paid on pay date 01/22/2021.

- A. Computation. The longevity bonus shall be computed as outlined in subsection G below.
- B. Employment Date. The longevity bonus shall be computed from the employee's original date of continuous permanent employment in a regular part-time and/or full-time position.
- C. Payment. Following the completion of five (5) years of continuous service employees shall receive annual longevity bonus payments as provided in the schedule.
- D. Eligibility. To be eligible for the longevity bonus, an employee must be classified as a regular full-time or regular part-time employee, or a regular full-time or regular part-time employee on an approved leave of absence, or layoff, and be employed as a regular full-time or part-time employee on the date of distribution of the longevity checks. Furthermore, all employees who have met the criteria established in subsection C shall be entitled to a longevity bonus, except those employees with more than three (3) months of continuous unpaid leave time or layoff in the twelve (12) months preceding their anniversary date. Any hours an employee receives from the Illness Leave Bank (Section 4.8 PTO) shall be considered unpaid leave time for the purpose of determining an employee’s eligibility for longevity.
- E. Retirement. Employees whose employment terminates because of retirement shall be paid a pro-rated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding anniversary date to the date of cessation of their active employment.
- F. Terminations. Employees whose employment terminates for other reasons prior to their anniversary date shall not be eligible to receive a longevity bonus.
- G. Schedule. Payment of the longevity bonus shall be a percentage of \$26,000, on the following schedule:

	<u>FULL-TIME</u>		<u>PART-TIME</u>	
5 years through 9 years	4%	\$1040	2%	\$520
10 years through 14 years	6%	\$1560	3%	\$780
15 years through 19 years	8%	\$2080	4%	\$1040

20 years and over

10% \$2600

5% \$1300

- H. Transfers. Employees who meet the eligibility requirement for the initial longevity check and transfer from part-time to full-time status, or from full-time status to part-time status during the year shall receive a pro-rated payment, receiving the full-time rate for the months the employee is full-time for the majority of the month, and receiving part-time rate for the months the employee is part-time for the majority of the month.
- H. Employees that transfer into the Large or RN Units from the Residential Unit, the Local 512 Supervisors Unit, or a non-represented unit shall receive their Longevity bonus on their anniversary date. Longevity payments made which include a transfer in the twelve (12) months prior to the anniversary day will be prorated and paid at the rate for earned while in each position.

5.7 COMPENSATION

- A. Salary Schedule. Each employee shall be placed in the step according to the salary schedule of this Agreement within the code corresponding to their classification according to their anniversary date, which is the employee's original date of continuous permanent employment.

When an employee transfers from one Local 459 Bargaining Unit to another Local 459 Bargaining Unit the anniversary date will be the employee's date of transfer, unless this would result in the employee, at any point during the first year in the position to receive less compensation than they would otherwise have received in their previous position. In this case the anniversary date shall be the employee's original date of continuous permanent employment.

- B. Master's Degrees. Employees at the 720 salary grade in a classification to which the 730 salary grade may be applicable, as set forth in the attached classification salary code listing, are eligible for movement to the 730 classification, upon attainment of a higher degree from an accredited college or university, provided:
1. The higher degree is job-related.
 2. Generally the recognized job-related degrees to be eligible for a higher classification will be limited to a Master's degree in Social Work, which would lead to appropriate certification, a Master's degree in Psychology, which would lead to appropriate licensure, or other related Master's degree areas which will be considered on an individual basis in conjunction with the academic program and the position in which the employee will be working.

4. An individual employee entering a degree program after the effective date of this contract, other than a degree in Social Work or Psychology that will result in appropriate certification or licensure, shall notify, in writing, the Chief Human Resources Officer, prior to beginning such program in order to ascertain whether or not the degree program is eligible for a higher classification. The Chief Human Resources Officer shall review the notice and within ten (10) working days either declares the program eligible or ineligible and notifies the employee, in writing, of their decision. The employee shall have the option of appealing this decision to the Medical Director. The Medical Director shall review the material and within ten (10) working days either declares the program eligible or ineligible and notifies the employee, in writing, of their decision. The employee shall have the option of appealing the decision to the Degree Review Committee. The Degree Review Committee shall be composed of the Medical Director, two (2) Bargaining Unit members selected by the Union who have a degree comparable with or at a higher level than the degree being considered, the Program Director and immediate Supervisor of the position to be filled. The Chief Human Resources Officer and the employee's Union Representative shall be non-voting members of the Committee. The Committee shall meet within fifteen (15) working days and review the degree. A majority of the above stated persons must vote to declare the program eligible or ineligible. The decision of the Degree Review Committee shall be final and not grievable.

The criterion to be used in review of this degree shall be:

- a. The core course content;
 - b. If a practicum or internship is to be completed;
 - c. Elective course work relevant to the employee's current position;
 - d. Whether completion will result in appropriate certification or Licensure;
 - e. Whether the degree is relevant to the employee's current position.
- C. Doctoral Degree. All classifications requiring a Ph.D. shall hereafter be filled through the posting procedure.

Employees paid at the 760 level prior to December 13, 1984 shall remain at that level.

- D. Reclassifications. If an employee is reclassified to a higher classification, such employee shall be placed in a step within the salary schedule corresponding to such classification, so as not to result in any decreases in the employee's salary.

- E. 730 Reclassifications. Professional staff at the 720 level who attain a Master's Degree and are eligible to be reclassified to the 730 level under Section 5.7.B, shall be placed in the step which gives them a salary increase of not less than seven hundred fifty dollars (\$750) annually.
- F. Doctoral Promotions. Professional staff promoted to a classification requiring a Doctorate Degree, or at the 760 level and promoted to the 770 level, shall be placed in the step which gives them a salary increase of not less than seven hundred fifty dollars (\$750) annually.
- G. Working in Higher Classification. If an employee is temporarily assigned to a higher classification for a period of time greater than thirty-one (31) calendar days and that employee is then permanently reclassified to a higher classification they/she shall be placed on the step within the salary schedule corresponding to the classification that results in an increase of at least seven (7) percent, but in no event higher than the highest step for the classification.
- H. Retroactive Effect. The benefits provided by this Agreement shall be effective as of the effective date of this Agreement unless otherwise stipulated. No benefits of any nature, whether fringe benefits, by way of example and not limitation, or any other, shall be retroactive.
- I. Initial Step Level. The original hire date of an employee into any position shall be at the minimum rate of the classification, provided that in exceptional circumstances, an employee may be placed at a higher step level due to previous experience as determined in the sole and absolute discretion of the Employer.
- J. Steps. The date of beginning continuous employment in a regular part-time or regular full-time position shall be used to determine salary step placement for a new employee. This shall be the classification date for employees hired prior to the effective date of this Agreement. For all other benefits under this Agreement, the date of beginning continuous employment in a regular part-time or regular full-time position with the Employer shall be used and shall be deemed to be the date of hire for all employees. Special part-time employees shall be placed on the salary steps based on the number of hours worked in their position, with one thousand eight hundred (1,800) hours worked equaling one (1) year. Notwithstanding the above, special part-time employees that were employed by the Board on or before December 31, 1990, and remain continuously employed with the Board thereafter, shall be placed on the steps based on their date of hire, with each full calendar year from the date of hire equaling one (1) year. No employee shall have their current step level reduced under this paragraph. In the event a special part-time employee is hired into a regular position, such employee shall be given credit for their continuous service in the special part-time position unit with regard to placement on the salary schedule for their new regular positions. It is expressly understood that special part-time employees shall not

be entitled to any fringe benefits pursuant to this Collective Bargaining Unit, including the benefits outlined in Section 4 and 5 of this Agreement and any letters of understanding between the parties, except to the extent any such benefits are expressly designated as being applicable to special part-time employees, and also except as to the benefits set forth in Sections 4.1 D, E, and F (Unpaid Leaves); Section 5.8 (Deferred Compensation, to the extent permitted by the approved Deferred Compensation Plan); Section 5.11 (Psychiatric Outpatient); and Section 5.12 (DCAP, to the extent permitted by such plan).

- a. When a bargaining unit employee is hired into a position with a lower salary schedule, they shall be placed on the lowest step that does not result in a reduction in pay. If there is no such step, they shall be placed on the highest step of the lower salary schedule.
 - b. The employee shall not receive a step increase, if applicable, on their next anniversary date, but shall receive all other future step increases, if applicable, on their subsequent anniversary dates as outlined under Section 5.7 Compensation.
 - c. This agreement shall also apply when an employee is placed into a position with a lower salary schedule as a result of a layoff or a reduction in hours under Section 2.8 Layoff & Recall.
 - d. This shall not apply to disciplinary demotions.
- K. Demotion. If an employee is demoted as a result of disciplinary action, the employee will receive the rate in the lower classification that will result in the lowest possible decrease in pay.
- L. Classification Changes. The Employer has the right to change the classification of an employee, even if the classification change results in a demotion, provided the decision to make such a classification change is based on good economic or programmatic reasons. The Employer agrees that the Union will be notified in writing ten (10) days in advance of any classification changes made for other than disciplinary reasons. The Employer also agrees that such classification changes would not be made in an arbitrary or capricious manner.
- M. Pro-Rated Salary. For employees working less than full-time, salaries shall be pro-rated based on the number of hours worked.
- N. Date of Step Increases. Step increases shall be effective the first day of the pay period of an employee's anniversary date. However, the Employer reserves the right to implement changes on the exact anniversary date in the event computer capabilities are available to do so.

Effective 1/1/21: The Employer will award step level increases on the employee's anniversary date and negotiated raises on the agreed upon effective date.

5.8 DEFERRED COMPENSATION

The Employer agrees to provide a deferred compensation plan. There will be a Deferred Compensation Committee, composed of the Board Human Resources Committee Chairperson, Board Chief Human Resources Officer, Board Finance Director, and two 512 Union members, and two 459 Union members to be selected by the Union. The Committee will review the plan and make recommendations regarding changes.

5.9 DENTAL COVERAGE

- A. Premium. The Employer agrees to pay the full premium for dental coverage, as hereinafter set forth, for full-time employees and their families. The plan shall include Class I benefits as follows:

One hundred percent (100%) of a contracting dentist's charge for preventive, diagnostic (except radiographs), and emergency palliative (Class I) services and eighty-five percent (85%) for the balance of Class I benefits, and \$1200 Maximum per family member per Contract Year. Effective 1/1/20, Maximum benefit per family member per Contract Year is increased to \$1500. Additionally, effective 1/1/20, the plan shall include a once per lifetime \$1000 maximum coverage for orthodontic care per family member up to age nineteen (19.) For care rendered by a non-contracting dentist, the carrier will pay the applicable percentage of the dentist's fee for the service or the applicable percentage of the amount set forth in the Table of Allowances, whichever is less. The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed. This Section shall not be applicable to other than full-time employees, except as provided below. All new employees shall have a waiting period of six (6) months from the eighth (8th) day of the month following their date of regular employment before becoming eligible for dental insurance. This dental coverage will be open for negotiations of subsequent contracts.

- B. Part-Time Employees. Any regular part-time employee who is normally scheduled to work thirty (30) hours or more shall be allowed to receive dental coverage by paying the premium himself/herself. Such an employee must continue the insurance for a minimum of two (2) years unless the employee quits or obtains alternative coverage.
- C. Full-Time to Part-Time. An employee who moves from regular full-time to regular part-time or special part-time shall be allowed to continue their dental coverage by paying the premium through payroll deduction.

- D. Dental Buy Out. A Dental Buy Out shall be established. The terms shall be the same as the Health Care Buy-Out, as provided in Section 5.2 E above, except that alternative coverage is not required and that any employee may only re-enroll during open enrollment.E.Retiree Benefit. Retirees shall be allowed to purchase dental insurance through the Employer by paying the premium themselves, provided such option shall be available through the dental insurer.

5.10 OPTICAL COVERAGE

- A. Premiums. The Employer agrees to pay the full premium for Optical Coverage as hereinafter set forth, for full-time employees and their families.
- B. Substitutions. The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed. This section shall not be applicable to other than full-time employees, except as provided below.
- C. Part-Time Employees. Any regular part-time employee who is normally scheduled to work thirty (30) hours or more shall be allowed to receive optical coverage by paying the premium themselves. Such an employee must continue the insurance for a minimum of two (2) years unless the employee quits or obtains alternative coverage.
- D. Full Time Employees. A Large Unit employee who moves from regular full-time to regular part-time or special part-time shall be allowed to continue their optical coverage by paying the premium through payroll deduction.
- E. Retiree Benefit. Retirees shall be allowed to purchase optical insurance through the Employer by paying the premium themselves.

5.11 DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)

- A. Plan. The Employer shall adopt and maintain a Dependent Care Assistance Plan for employees. The plan is intended to qualify as a Dependent Care Assistance Program under Section 125 of the Internal Revenue Code of 1954 as amended.
- B. Plan Continuation. It is agreed that the Employer will be responsible for the maintenance of this plan only to the extent that the payment for such services continues to be an allowable tax sheltered salary reduction deductible from payroll under applicable provisions of federal law.
- C. Funds. It is understood and agreed that the Employer is not obligated to provide funds to cover the actual cost of Dependent Care Services.

5.12 SHIFT DIFFERENTIAL

- A. **Shift Differentials.** The Employer shall pay the following shift differentials:
\$1.00 ~~50¢~~ hour for actual hours worked between 5:00 p.m. - 12:00 midnight
\$1.25 ~~65¢~~ hour for actual hours worked between 12:00 midnight - 8:00 a.m.
Weekend Differential. The Employer shall pay \$1.50 per hour for actual hours worked between 5:00 p.m. Friday – 8:00 a.m. Monday.
- B. **Hours Eligible.**
- Only actual hours worked between the times noted in paragraph A are eligible. On-call work is excluded.
- C. Shift differential pay applies to all twenty-four (24) hour programs.

5.13 TAXES ON LONGEVITY BONUSES

The Employer shall use an employee's actual tax rate for federal tax deductions for separate paychecks (i.e., longevity) instead of using the twenty percent (20%) rate.

5.14 SUPPLEMENTAL INSURANCE

Supplemental insurance (e.g., AFLAC, UNUM or similar plan) shall be offered to all employees at the employees' cost paid, for through payroll deduction. The provider and the agent shall be mutually agreed to by the Union and the Employer.

5.15 STUDENT DEBT RELIEF SCHOLARSHIP

- A. Employees shall have the opportunity to apply for a student debt relief scholarship.
1. Eligible employees' applications must be received by the HR Department by September 15th of each year.
 2. In October of each year, the Union and the Employer shall randomly select ten (10) employees to be awarded a one thousand dollars (\$1000) scholarship.
 3. The employee must be employed at the time the scholarship funds are awarded the following February. Payment will be sent directly to the employee's student loan servicer.
- B. **Eligibility**

1. The employee must have obtained a degree from an accredited college or university in a field of study in which a current CMHA-CEI classification exists and they/~~she~~ ~~has~~ ~~have~~ an obvious potential of filling.
2. The employee must have at least \$1000 in student loan debt from either a Government (Federal, State, or local) Subsidized Student Loan or a Private Commercial Student Loan lender.
3. The employee must have been employed in a bargaining unit position for five (5) years.
4. The employee must be current on their student loan payments with no missed or late payments within the last rolling twelve months prior to the October drawing date.
5. An employee is only eligible to receive one scholarship in their lifetime.

C. Funding

1. The Employer shall fund \$10,000 annually into the joint Large/Residential/RN Unit Student Debt Relief Scholarship Fund.

SECTION 6

MISCELLANEOUS

6.1 MISCELLANEOUS

- A. Successor Clause. This Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of the law, and in the event of Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.
- B. Headings. The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.
- C. Legality. This Agreement is subject to the United States and Michigan Constitutions, Federal and State Laws.
- D. Savings Clause. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, by any court of competent jurisdiction or

through government regulations or decree, the validity of the remaining provisions of this Agreement shall not be affected thereby.

DRAFT

SECTION 7

TERMINATION AND MODIFICATION

7.1 TERMINATION AND MODIFICATION

- A. Term. This Agreement shall continue in full force and effect until September 30, 2026.
- B. Notice. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, or any reopener date, give written notification of same.
- C. Continuation. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- D. Expiration. If notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- E. Amendments. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other items of this Agreement.
- F. Mail. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Union, to the President, Office and Professional Employees International Union, Local 459; and if the Employer, to the Chief Human Resources Officer, Community Mental Health Authority, Clinton-Eaton-Ingham Counties.

LETTER OF UNDERSTANDING

**COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON/EATON/INGHAM COUNTIES**

and

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

PROFESSIONALS WITH BACHELORS HIRED PRIOR TO OCTOBER 1992

THIS AGREEMENT is made and entered into between the Community Mental Health Authority, Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office & Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, in the 1992 contract the Employer and the Union agreed to the establishment of certain new classifications, certain reclassifications, and certain position title changes during the collective bargaining process; and

WHEREAS, the parties entered into a Letter of Understanding to clarify the application and implementation of the foregoing; and

WHEREAS, the parties wish to continue certain provisions of the Agreement:

- 1.** No employee hired prior to October 1992 in a classification that was reflected in the 1991 contract's salary schedules as being at the P-6, P-7, and P-8 Levels, shall be involuntarily reclassified to a classification which is only 720. If such an employee bumps into one of these classifications as a result of a layoff, that employee shall not have their salary reduced.
- 2.** An employee hired prior to October 1992 who is in a classification reflected on the 1991 contract salary scales as being at the P-6, P-7, and P-8 level, who is currently being paid at the 720 level and applies for or bumps into a classification with the same program which is only 720, shall retain the right to move to 730 classifications upon meeting the criteria

in Section 5.7.B, provided there is at least one (1) other employee being paid at the 730 rate in that subunit.

- 3.** The Employer will not require staff to perform duties outside of the scope of a licensures, certifications and registrations for which they are being compensated. Some of these duties include: 720, employees at this level are not required to:
 - a.** Perform independent diagnostic interviews and diagnostic assessment leading to a formal diagnosis.
 - b.** Facilitate admissions to a psychiatric hospital (a 720 employee may assist a higher level employee in such an admission);
 - c.** Administer and interpret various psychological tests;
 - d.** Conduct individual or group psychotherapy;
 - e.** Supervise academic interns or practicum students.

This Letter of Understanding shall continue for the duration of the contract.

ATTACHMENT TO APPENDIX A
PROFESSIONAL CLASSIFICATIONS

UNION CLASSIFICATION
PROFESSIONAL

SALARY CODE	POSITION TITLE
9	Behavioral Psychologist (DD)
6, 8	Behavior Treatment Specialist
6, 8	Client Services Specialist/DD
6, 8	Client Services Specialist/MI
6, 8	Client Services Specialist/SA
6	Community Treatment Specialist
6, 7, 8	Developmental Disabilities Clinician
6	Developmental Disabilities Specialist
6, 7, 8	Infant Interventionist
6, 7, 8	Mental Health Therapist
8.....	Model II Waiver Clinician
6, 7, 8	Music Therapist
7	Nutritionist
9	Occupational Therapist
7, 8	Pediatric Consultant
6, 8	Prevention Specialist
6, 7, 8	Prevention Therapist
7, 8	Primary Prevention Consultant
11	Psychologist, Ph.D., Full (Certification required)
10	Psychologist, Ph.D., TLLP, LLP
6, 7, 8	Recreation Therapist
3	Referral Specialist
6, 7, 8	Rehabilitation Counselor
6, 8	Rehabilitation Specialist
10	Sr. Behavioral Psychologist (DD)
9	Sr. Nutritionist
10	Sr. Occupational Therapist
10	Sr. Speech & Language Pathologist
9.....	Speech Therapist
7.....	Student Assistance Providers
5	Substance Abuse Specialist
6, 7, 8	Training Specialist
6, 7, 8	Vocational Counselor

6, 8 Vocational Specialist

For those professional positions which list more than one salary code, the following shall apply:

P-6 Bachelor's Degree

P-7 Master's Degree

P-8 Senior Position

The number of Senior positions and the person(s) designated for such positions shall be in the sole and absolute discretion of the Employer.

Effective from and after the execution of the Agreement by both parties, all "Clinical, Counselor, and Therapist" positions will be posted as "Masters required."

DRAFT

LETTER OF UNDERSTANDING

**COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON/EATON/INGHAM COUNTIES**

and

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

WHEREAS, the Employer and the Union have agreed to change from a system based upon date of hire to a system based upon hours paid for:

Probationary Periods
Trial Periods
Salary Steps

and,

WHEREAS, the Employer does not yet have in place a mechanism for accurately tracking hours paid, and

WHEREAS, the parties wish to have a mechanism for converting from the current system to an hours paid system when the tracking mechanism is in place,

THEREFORE, it is agreed as follows:

1. The Employer shall notify the Union when it has established a mechanism for tracking employees by hours paid. The system must include the capability to give each employee their hours paid to date with each paycheck.
2. After receiving such notice, the parties will meet to negotiate any details in the transition from one system to the other which are not included below. The parties may also mutually agree to negotiate seniority based on hours paid.
3. Upon satisfactory completion of the negotiations on the transition and upon actual implementation of the mechanism, the collective bargaining agreement shall be amended in the following ways with all other provisions remaining in full force and effect.
Probationary Period:

FIRST: Section 2.1(B) shall be amended to read:

- 1) "ninety (90) calendar days" is changed to read, "five hundred twenty (520) hours paid,"
- 2) "one hundred eighty (180) calendar days" is changed to read, "one thousand forty (1,040) hours paid,"
- 3) "thirtieth (30th) day" is changed to read, "one hundred seventieth" (170th) hours paid,"
- 4) "sixty (60) calendar days" is changed to read, "three hundred and fiftieth (350th) hours paid."

SECOND: Section 2.3.G shall be amended to read:

G. If a Bargaining Unit employee is selected for a vacant position, even if such selection results in a Lateral Transfer, the Employer shall evaluate the employee during the trial period of five hundred twenty (520) hours paid, and shall retain the right to any time after the one hundred seventy (170) hours paid of the trial period deny the promotion or Lateral Transfer if the employee is not performing in a satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to their former position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. The Employer's decision to deny the promotion, and return the employee to their former position of unsatisfactory performance shall not be subject to the Grievance Procedure.

During the first three hundred fifty (350) hours paid of the trial period, the employee shall have the option to revert back to her/his former position, upon written notice to the Employer, without loss of seniority. During the trial period, an employee will receive the rate of pay for the job they are ~~she is~~ performing.

THIRD: Section 5.7.J. shall be amended to read:

G. 1. Steps for Employees Hired Prior to the Effective Date of This Language. Employees hired prior to the effective date of this language, that being, _____ who remain continuously employed by the Board thereafter, shall be placed on the steps based upon their date of hire with each full calendar year from the date of hire equaling one (1) year for steps.

2. Steps for Employees Hired After the Effective Date of this Language. Employees hired after the effective date of this language, that date being, _____ shall receive a step for each full calendar year in which the employee is paid at least one thousand nine hundred (1,900) hours. If the employee is not paid one thousand nine hundred (1,900) hours in a calendar year, the employee will receive the step when the employee reaches one thousand nine hundred (1,900) hours, and so on.

3. Other Benefits. For all other benefits under this Agreement, the date of beginning continuous employment in Regular part-time or Regular full-time position with the Employer shall be used and shall be deemed to be the date of hire for all employees.

4. Special Part-Time. It is expressly understood that special part-time employees shall not be entitled to any fringe benefits pursuant to this Collective Bargaining Unit, including the benefits outlined in Section 4 and 5 of this Agreement, and any letters of understanding between the parties except to the extent any such benefits are expressly designated as being applicable to special part-time employees, and also except as to the benefits set forth (Deferred Compensation, to the extent permitted by the approved Deferred Compensation Plan); Section 5.11 (Psychiatric Outpatient); and Section 5.12 (DCAP, to the extent permitted by such plan).

FOURTH: Section 6.1 shall be amended to add:

F. Hours Paid as used in this Agreement shall include any hours that an employee works or receives paid leave. It shall include sick leave, vacation, and personal leave. It shall not include unpaid leaves including disability or worker's compensation, except that it shall include unpaid leave taken under the Employer's "Voluntary Unpaid Leave Policy." Overtime shall be counted as straight time for this purpose.

This Letter of Understanding shall continue for the duration of the contract.

LETTER OF UNDERSTANDING

COMMUNITY MENTAL HEALTH AUTHORITY CLINTON/EATON/INGHAM COUNTIES

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 459, AFL-CIO

THIS AGREEMENT is made and entered into between the Community Mental Health Authority, Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, OPEIU has entered into a collective bargaining agreement with CMHA-CEI for certain regular full-time and part-time and special part-time CMHA-CEI employees, excluding casual employees; and

WHEREAS, a previous Letter of Understanding existed on how special part-time employees, which then included casual employees, would be placed on the collectively bargained salary schedules; and

WHEREAS, the parties wish to clarify the placement of casual employees on such salary schedules consistent with this new collective bargaining agreement for special part-time employees.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties as follows:

1. Casual employees shall be placed on the salary steps based on the number of hours worked in their position, with one thousand eight hundred (1,800) hours worked equaling one (1) year for each year reflected on the collectively bargained salary schedule. In the event that a former regular or special part-time employee service in the regular or special part-time position, and their step level prior to the move to the next step based on the completion of the requisite number of hours worked from their last step increase with one (1) year on the step scale equaling one thousand eight hundred (1,800) hours worked.

2. Notwithstanding paragraph 1 above, any non-residential casual employees that were employed by the CMHA-CEI on or before December 31, 1990, and remain continuously employed with the CMHA-CEI thereafter, shall be placed on the steps based on their date of hire, with each full calendar year from the date of hire equaling one (1) year.
3. In the event a non-residential casual employee is hired into a regular or special part-time CMHA-CEI position, such employee shall be given credit for their continuous service with CMHA-CEI in a casual position with regard to their placement on the salary schedule within their new regular or special part-time position as outlined in this Letter of Understanding. Notwithstanding the placement on the salary schedule, any such casual employee accepting a regular or special part-time position shall be subject to the normal probationary periods set forth in the Collective Bargaining Agreement between the OPEIU and the CMHA-CEI from their date of hire for fringe benefits other than salary set as the effective date of their hire into such regular position.
4. This Letter of Understanding shall be applicable to non-residential casual employees only.
5. This Letter of Understanding shall continue for the duration of the contract.

LETTER OF UNDERSTANDING

**COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON/EATON/INGHAM COUNTIES**

and

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

THIS AGREEMENT is made and entered into between the Community Mental Health Authority, Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Contract between the Union and the Employer calls for exempt professional employees to be given compensatory time off for approved overtime and,

WHEREAS, the Employer wishes to reimburse some exempt professional employees at the rate of time and one-half (1-1/2) for approved overtime and,

WHEREAS, the Union is agreeable to this change,

THEREFORE, IT IS HEREBY AGREED AND UNDERSTOOD between the parties:

1. Approved overtime for Psychologists and Behavioral Psychologists at CSDD performing psychological evaluations and assessments and other Medicaid or other third party pay reimbursement, shall be paid at time and one-half (1-1/2) instead of compensatory time. Leaves of absence, such as paid time off and holiday pay, shall count as time worked for purposes of this overtime.

This Letter of Understanding shall continue for the duration of the contract.

LETTER OF UNDERSTANDING

COMMUNITY MENTAL HEALTH AUTHORITY CLINTON/EATON/INGHAM COUNTIES

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 459, AFL-CIO

THIS AGREEMENT is made and entered into between the Community Mental Health Authority, Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, in September of 1992, the Employer and the Union created a new classification to transcribe medical records in CSDD, and

WHEREAS, the parties wish to provide an alternative to the current method of compensating Union employees for that classification; and

WHEREAS, the parties agree that a production-based compensation system will provide a fair, equitable form of compensation for the transcriptionist positions,

THEREFORE, it is mutually agreed between the Union and the Employer as follows:

- 1) The classification will be titled, "Transcriptionist;"
- 2) Casual or special part-time employees in this classification will be subject to varying hours each week based on program needs;
- 3) The transcriptionist position shall be classified as 4030, considered a clerical position, and shall be paid an hourly rate based on that scale for all hours worked; no benefits shall be associated with this position unless specifically agreed to in the Collective Bargaining Agreement.

- 4) In addition to the base salary, the Employer agrees to maintain an incentive payment plan for all CSDD transcriptionists. Incentive pay shall consist of two cents (\$.02) per line for all lines typed in excess of the hourly line count specified below:

<u>Hours Transcribing Per Shift</u>	<u>\$.02 per Line for All Lines in Excess of</u>
1 hour	203 lines
2 hours	306 lines
3 hours	409 lines
4 hours	512 lines
5 hours	570 lines
6 hours	618 lines
7 hours	721 lines
8 hours	825 lines
9 hours	928 lines
10 hours	1,031 lines

This Letter of Understanding shall continue for the duration of the contract.

**LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON AND INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 459, AFL-CIO
LARGE AND R.N. UNITS**

This Letter of Understanding is entered into between the Clinton-Eaton-Ingham Community Mental Health Authority, (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

Whereas, the Employee Handbook contains a section of employment guidelines, and

Whereas, that section contains provisions on members of the immediate family or persons residing in the same household being hired or promoted into certain positions, and

Whereas, in the recent contract negotiations the parties have agreed to suspend temporarily the present policy addressing cohabitation and enter into this Letter of Understanding modifying the Employee Handbook,

Therefore, it is agreed:

1. Members of the immediate family (parent, spouse, child, or sibling) or persons residing in the same household may work together, except they may not work in a supervisor/subordinate relationship, or where one employee will or could exercise or effectively recommend control or supervision of the other employee's job performance.
2. In the event a working situation occurs that violates the prohibition continued in paragraph 1., above (as the result of a transfer, promotion, or otherwise), the Manager or Supervisor and the affected employee shall work with the Human Resources Department and the Union to eliminate that violation within a reasonable period of time. If the violation is not eliminated by agreement, the lower seniority employee may be transferred.

3. In working situations not prohibited by paragraph 1., above, the Employer requests that related or cohabitating employees make reasonable efforts where possible to avoid working together in the same sub-unit.
4. This Letter of Understanding shall be effective for the duration of the contract. Upon expiration of this Letter of Understanding, and absent any extension of this Letter of Understanding by mutual agreement of the parties, the former policy and practice shall be reinstated.

DRAFT

**LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON AND INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

This Letter of Understanding is entered into between the Clinton-Eaton-Ingham Community Mental Health Authority, (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

Whereas, the Employer wishes to enter into a contractual agreement with the Lansing Police Department, and,

Whereas, this contractual agreement would have the Employer provide Crisis Services in the Lansing Police City jail, and,

Whereas, the Crisis Services provided to the Lansing Policy City Jail will be on weekends only, and

Whereas, this contractual agreement will be on a one (1) year trial basis, and,

Whereas, the Employer desires to utilize its professional employees to provide the Crisis Services to the Lansing Police Department, and,

Whereas, the parties wish to enter into this Letter of Agreement to provide Crisis Services to the Lansing Police Department, and,

Therefore, it is agreed:

1. The Employer will recruit professional staff, from within, to provide the Crisis Services to the Lansing Police Department on a strictly voluntary basis.
2. The professional employees who elect to participate must meet the requirements of an Crisis Services Mental Health Therapist or a Substance Abuse Therapist and must be approved by and will serve at the discretion of the Director of Substance Abuse Services.

3. In house employees, while participating in this agreement, will be under the direction of the Director of Substance Abuse Services.
4. Employees who no longer desire to participate must provide the Director of Substance Abuse Services a 30 day advance notice.
5. Participating employees will be on-call starting 5:00 p.m. Friday through 8:00 a.m. Monday and will carry a pager or cell telephone and must be immediately accessible.
6. While on-call, the employee will provide telephone consults and when deemed necessary, they will physically report to the Lansing City Jail for a more detailed assessment.
7. There will be a two (2) hour minimum wage compensation for a call into the Lansing Police Department that results in less than two (2) hours of time spent.
8. Participating employees will also provide *on-site* Crisis Services every Sunday from 1:00 p.m. to 5:00 p.m.
9. Participation in this agreement does not entitle employees to any additional fringe benefits or to begin receiving fringe benefits they are otherwise not entitled to.
10. Compensation for participation is as follows:

On-Call Wages:

Friday	\$32.00 5:00 p.m. to 8:00 a.m. Saturday
Saturday	\$48.00 8:00 a.m. to 8:00 a.m. Sunday
Sunday	\$48.00 8:00 a.m. to 1:00 p.m. AND 5:00 p.m. to 8:00 a.m. Monday
Holidays	\$63.00 Friday, Saturday, Sunday Only

On-Site Wage:

One and one-half hourly rate of pay except on holidays.
Double hourly rate of pay for holidays.

Mileage:

Round trip mileage to and from home will be paid at the Employer's rate for all other employees.

**LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON, AND INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

LARGE UNIT

This Letter of Understanding is entered into this 12th day of December, 2003, by and between the Clinton-Eaton-Ingham Community Mental Health Authority, (hereinafter referred to as the “Employer”) and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the “Union”).

Whereas, the Employer and the Union jointly developed a policy on service delivery in January 1998,

Whereas, both parties are committed to using a fair and objective process in making future decisions regarding how new services shall be provided,

Therefore, it is agreed:

1. The Employer shall use the policy on service delivery (attached) and the best value network development and procurement process as adopted by the Employer’s Board of Directors. The Union shall receive a copy of the best value network development and procurement process. This version of the policy shall be used for future decisions to decide whether work currently performed by Bargaining unit employees or new services normally performed by Bargaining Unit employees is subcontracted.
2. This Letter of Understanding shall modify Section 2.2. Subcontracting of the collective bargaining agreement.
3. The August 22, 2002 Letter of Understanding shall be null and void.

**CLINTON-EATON-INGHAM
COMMUNITY MENTAL HEALTH BOARD**

**JOINT COMMITTEE ON SERVICE DELIVERY
A Proposal for Further Development of
CMH's Service Delivery System
January 1998**

Purpose: The proposed process ensures that service development optimizes quality and cost by exploring the capability of a number of parties to provide a proposed service prior to the initiation of the service.

Process

- A. As needs emerge, specifications for the service are outlined by CMH staff following Board policy and direction. These specifications will address dimensions such as:
- strategic issues (competition in the market, value of service to viability of CMHA-CEI in the field, etc.)
 - population to be serviced: age, range, diagnosis, functioning level, etc.
 - broad service modality in which service is set: inpatient, residential, outpatient, etc.
 - location/setting in which service is provided
 - frequency of contact
 - desired outcome of service
 - relation to other services
 - staff qualifications
 - other specifications related to specific services
- B. In addition to specifications, the dimensions to be examined in selecting a provider are outlined. These dimensions may include:
- provider's expertise in providing the service or similar services (i.e., quality of care, client satisfaction with service, etc.)
 - provider's experience in working with the target population
 - cost
 - unit rate
 - case rate (cost per person served per episode or per year if episode is no longer than one year)
 - other dimensions related to specific service
- C. Proposals submitted by potential providers, including CMHA-CEI, in response to the standards and dimensions are reviewed in comparison with those of other providers.

The methods used to make this comparison may include:

1. A review of submitted materials
2. An interview of the bidding providers
3. An examination of the back-up information that supports a determination of the provider's ability to provide the service within the specifications at the cost bid may be conducted

The Joint Committee on Service Delivery will review the proposals and recommend, to the Board of Directors, the provider or providers to carry out the service.

DRAFT

LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON, AND INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

LARGE UNIT

This Letter of Understanding is entered into by and between the Clinton-Eaton-Ingham Community Mental Health Authority, (hereinafter referred to as the “Employer”) and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the “Union”).

Whereas, the parties wish to avoid disruption to services to consumers and to employee morale via frequent eliminations of positions during the fiscal year,

Therefore, it is agreed:

Large unit positions shall only be eliminated on October 1st and April 1st of each year, except under the following conditions.

1. Positions in programs other than Substance Abuse Services may be eliminated if State or Federal ongoing revenue for those programs decreases by one million dollars and such a decline in revenue can be proven to the Union via documents from the State or federal government. Grants that have ended shall not be used for the purposes of reaching the one-million-dollar threshold.
2. Positions in Substance Abuse Services may be eliminated if State, Federal, Local and commercial ongoing revenue decreases for Substance Abuse Services by forty-two thousand dollars and such a decline in revenue can be proven to the Union via documents from the State or federal government. Grants that have ended shall not be used for the purposes of reaching the forty-two thousand thresholds.
3. A position may be eliminated if the position is funded at least fifty-one percent (51%) by a grant and the grant has ended or been reduced so that the amount of the position funded by a grant is eliminated.

Effective April 1, 2011, the Employer may move the date from October 1st or April 1st to later in the fiscal year provided the following occurs:

1. The Employer gives the Union written notice by September 15th of the previous fiscal year that it will not be eliminating positions on October 1st of the next fiscal year and may possibly be eliminating positions on a later date. However, the date for elimination of positions may not be any later than March 31st of the same fiscal year.
2. The Employer will give the Union written notice by March 15th of the same fiscal year that it will not be eliminating positions on April 1st and may possibly be eliminating positions on a later date. However, the date for elimination of positions may not be any later than September 30th of the same fiscal year.
3. The Employer will give the Union at least thirty (30) calendar days' written notice of the new date within the same fiscal year.

This Letter of Understanding shall modify Section 2.2. Subcontracting and Section 2.8 Layoff and Recall of the collective bargaining agreement.

**LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON AND INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

This Letter of Understanding is entered into between the Clinton-Eaton-Ingham Community Mental Health Authority, (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

Therefore, it is agreed:

Employees' conduct outside of work shall not be used to adversely affect their employment in any way including, but not limited to, discipline, job bid, transfer, demotion, and layoff unless required by federal, state, or local laws; required by administrative rules or regulations promulgated from such laws by federal, state or local government; required by a written contract with a funding source for their current position; or if it prevents them from performing an essential job duty of their current position as outlined in their written job description.

**LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON, AND INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 459, AFL-CIO**

LARGE UNIT

This Letter of Understanding is entered into this 13th day of May 2022, by and between the Community Mental Health Authority of Clinton Eaton and Ingham Counties (hereinafter referred to as the “Employer”) and the Office and Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the “Union”).

Whereas, Section 2.23 Carpenters On-Call of the Large Unit outlines the process for the Carpenter On-Call System, and

Whereas, the current system only allows for a general On-Call Carpenter system, and

Whereas, the parties wish to makes changes to allow for a Dispatch On-Call (Carpenter & General Tech II) and Responding On-Call (Carpenter & General Tech I) System, and

Whereas, the parties met and agreed to revisions of the Carpenters On-Call System, and

Therefore, it is agreed:

1. Section 2.23 Carpenters On-Call of the Large collective bargaining agreement shall be amended as follows (shaded language shall be added & struck through language shall be deleted):

2.23 CARPENTERS ON-CALL

An “On-Call” system shall be implemented for the purposes of taking and screening requests for Service outside of normal business hours (Dispatch On-Call) and responding to and performing emergency repairs outside of normal business hours (Responding On-Call) as follows:

- G. The On-Call system shall apply to Carpenter & General Repair Tech I and Carpenter & General Repair Tech II (~~hereinafter referred to as “the Carpenters”~~). Participation in the on-call system shall be voluntary. ~~If no one volunteers, the Maintenance and Construction Coordinator may participate in the On-Call. The Coordinator shall be the point of contact within the On-Call system. If repairs are necessary, the Coordinator will contact the On-Call Carpenter.~~
- H. Dispatch On-Call shall be the primary responsibility of the Carpenter & General Repair Tech II. Dispatch On-Call will be the point of contact within the On-Call system and will screen all calls for service outside normal business hours, evaluate the need, and authorize a response if deemed necessary. Responding On-Call shall be the primary responsibility of the Carpenter & General Repair Tech I. Responding On-Call when requested and authorized by the Dispatch On-Call will respond to calls for service outside of normal business hours.
- I. When there is no available Dispatch On-Call, the Maintenance & Grounds Coordinator shall be the Dispatch On-Call. When there is no available Responding On-Call a Carpenter & General Repair Tech II can participate as the Responding On-Call. Separation of duties shall be maintained by the Dispatch On-Call and Responding On-Call, and if no available options exist and with the approval of the Maintenance & Grounds Coordinator, a Carpenter & General Tech II may perform the Dispatch On-Call and Responding On-Call simultaneously.
- J. An On-Call shift shall consist of one (1) week including 4:30 p.m. to 8:00 a.m. Monday through Friday and all day (24 hours) each Saturday, Sunday and holiday from 8:00 a.m. to 8:00 a.m. However, other time periods may be utilized with mutual agreement from management and the union.
- K. ~~The On-Call Carpenter~~ Dispatch On-Call and Responding On-Call shall receive one hundred-ten dollars (\$110) per On-Call week. ~~The On-Call Carpenter~~ Dispatch On-Call and Responding On-Call shall receive an additional twenty-five dollars (\$25.00) for any observed holiday worked. If a Carpenter & General Tech II, with approval, is conducting both Dispatch On-Call and Responding On-Call they shall receive two hundred-twenty (\$220) per On-Call week and additional fifty dollars (\$50.00) for any observed holiday worked. If shorter time periods are used, the pay shall be pro-rated.
- L. When the ~~On-Call Carpenter~~ Responding On-Call responds to a call, he/she shall be paid time and a half (1½) for all time actually worked. ~~The Carpenter~~ Responding On-Call shall be paid a minimum of four (4) hours. For any subsequent calls that come in while the ~~Carpenter~~ Responding On-Call is still on-site from the original call, the ~~Carpenter~~ Responding On-Call will not be paid an additional four (4) hours. However, if the ~~Carpenter~~ Responding On-Call receives an additional call after he/she has already left the worksite(s) from the previous call, he/she will be paid an additional four (4) hours.

M. ~~An On-Call roster will be developed in order for each Carpenter~~ Dispatch On-Call and Responding On-Call will maintain separate rosters to allow participants of each On-Call to be assigned his/her On-Call shifts. Initial selection will be on the basis of seniority unless the ~~participating Carpenters~~ participants on the roster agree to an alternative method. Participants within each On-Call ~~Carpenter~~ may trade shifts with notification to the Employer. In the event the designated On-Call ~~Carpenter~~ participant becomes ill, withdraws from the roster, etc., and cannot cover his/her On-Call shift, then the Employer will be responsible for developing a procedure to find a replacement. Two (2) weeks prior written notice must be given to the Employer by the On-Call ~~Carpenter~~ participant in order to withdraw from the On-Call roster.

~~N. On-Call Carpenter shall be expected to receive all calls during their designated shifts and shall respond within fifteen (15) minutes. On-Call Carpenter shall be expected to report for work at the site of the repair during their On-Call shifts.~~

H. Dispatch On-Call shall be expected to take all calls for service during their designated shift, determine if service request requires an after-hours response, and dispatch the Responding On-Call in a timely manner. Responding On-Call, upon notification of being dispatched shall respond within fifteen (15) minutes. Responding On-Call is expected to respond to the work site needing repair to complete the required work.

FOR THE EMPLOYER:

Sharon Blizzard
Chief Human Resources Officer

FOR THE UNION:

Ben Curl
Local 459 Sr. Service Rep

**459 UNION TECHNICAL, OFFICE, PARA-PROFESSIONAL
AND SERVICE WORKERS
CLASS CODE / TITLE / SALARY RANGE**

CLASS CODE	CLASS TITLE	SALARY RANGE
		New
4006	PARENT SUPPORT PARTNER	566
4021	CUSTOMER SERVICE REP	540
4023	CONSUMER SUPPORT AIDE - RELIEF	525
4024	CONSUMER SUPPORT AIDE	525
4025	CLINICAL RECORDS CLERK	490
4026	COPY/MAIL ROOM CLERK	490
4027	DIETARY TECHNICIAN	520
4028	EMPOWERMENT/CHILD WORKER	470
4029	CLINICAL RECORDS CLERK RELIEF	490
4032	CREATIVE RECOVERY TEAM LEADER RELIEF	585
4033	JOB COACH	591
4034	CUSTOMER SERVICE REP RELIEF	540
4035	MACHINE OPERATOR	490
4036	SENIOR CUSTOMER SERVICE REPRESENTATIVE	546
4038	MEDICAL ASSISTANT	555
4042	PARENT SUPPORT PARTNER MOBILE	566
4045	PARENT AIDE	473
4050	PRODUCTION TECHNICIAN	600
4052	REGISTRATION CLERK	510
4053	REIMBURSEMENT ELIGIBILITY ASSISTANT	548
4054	REIMBURSEMENT CLERK II	520
4055	REIMBURSEMENT CLERK	510
4056	REIMB & ENTITLEMENT CLERK	545
4057	RESIDENTIAL SERVICES WORKER	520
4058	REIMB & ENTITLEMENT CLERK II	548
4059	SR REIMBURSEMENT ELIGIBILTY ASSISTANT	549
4060	SECRETARY I	510
4061	SECRETARY I - RELIEF	510
4062	SECRETARY	540
4063	SECRETARY - RELIEF	540
4064	PROPERTY & FACILITIES SECRETARY	547
4065	SECURITY OFFICER	470
4066	SECURITY OFFICER RELIEF	470
4067	CUSTODIAN	471
4068	HEAD CUSTODIAN	472
4069	RELIEF CUSTODIAN	471
4070	SR ASSOCIATE SALES & ACCOUNTS	550
4071	SR SECRETARY	541
4075	SUBSTANCE ABUSE WORKER	520
4076	SUBSTANCE ABUSE WORKER - RELIEF	520
4078	SUBSTITUTE JOB COACH	523
4080	SWITCHBOARD OPERATOR	490
4081	SWITCHBOARD OPERATOR - RELIEF	490
4082	CASHIER	474

4083	RELIEF CASHIER	474
4088	RECOVERY COACH	566
4090	TRANSCRIPTIONIST	490
4091	TRANSCRIPTIONIST - RELIEF	490
4093	GENERAL OFFICE CLERK	474
4094	RELIEF GENERAL OFFICE CLERK	474
4095	TYPIST CLERK 1	470
4096	TYPIST CLERK 2	490
4097	RELIEF ASSISTANT GROUNDSKEEPER	470
4098	ASSISTANT GROUNDSKEEPER	470
4099	VAN DRIVER	480

DRAFT

459 UNION TOPS "TECHNICAL, OFFICE,
 PARA-PROFESSIONAL AND SERVICE WORKERS"
 SALARY SCHEDULE
 EFFECTIVE 08/01/21

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
NEW	*****	*****	*****	*****	*****	*****	*****	*****
470	14,0881 29303.1856	14,9616 31120.0286	15,4255 32085.0176	15,9610 33198.7902	16,3624 34033.8102	17,0243 35410.4915		
471	10,6848 22224.3619	11,3472 23602.2272	11,8990 24333.9458	12,1049 25178.2710	12,4088 25810.3418	12,9114 25895.7499		
472	11,5751 24076.1128	12,2927 25568.8188	12,6738 26361.5326	13,1136 27276.2368	13,4427 27960.8126	14,0477 29219.1453		
473	14,2290 29598.2966	15,1112 31431.2116	15,5797 32405.8554	16,1208 33530.7682	16,5261 34374.2052	17,1945 35764.5023		
474	10,0637 20932.5870	10,3395 21506.1182	10,5360 21914.7917	10,9405 22756.2166	11,2578 23416.2981	11,4717 23861.1969		
480	14,5384 30239.9527	15,4262 32086.5030	15,8843 33039.3615	16,4310 34176.4047	16,8569 35062.4221	17,5713 36548.2774		
490	14,9449 31085.3702	15,8447 32956.9240	16,3152 33935.5268	16,8956 35142.8791	17,3623 36113.5620	18,0819 37610.3099		
500	15,3929 32017.1862	16,3159 33937.0142	16,8127 34970.3297	17,4439 36283.3881	17,9079 37248.3771	18,6366 38764.1872		
510	15,7135 32684.1129	16,6321 34594.7812	17,1304 35631.3150	17,7603 36941.4027	18,2265 37911.0953	18,9531 39422.4493		
520	16,1304 33551.3157	17,0895 35546.1544	17,6292 36668.8391	18,2635 37988.0865	18,7268 38951.8377	19,4607 40478.2928		
523	16,2917 33886.7595	17,2604 35901.6506	17,8055 37035.4755	18,4482 38388.0911	18,9141 39341.2495	19,6553 40883.0535		
525	16,6176 34564.5769	17,6056 36619.5747	18,1617 37776.4227	18,8152 39135.5272	19,2924 40128.2430	20,0486 41700.9918		
530	16,6087 34546.0119	17,6315 36673.5427	18,1769 37807.8628	18,8092 39123.1492	19,2758 40093.5846	20,0207 41643.0828		
540	17,2599 35900.5592	18,3528 38173.9180	18,9128 39338.6093	19,5502 40664.5064	20,0249 41651.7889	20,7829 43228.4201		
541	18,8633 39235.6718	19,9691 41535.7514	20,4697 42639.3045	21,1185 43926.5242	21,5639 44852.9668	22,3205 46426.6256		
545	17,0690 35545.1641	18,1711 37795.9799	18,7255 38949.1145	19,3567 40261.9254	19,8266 41239.2924	20,5771 42800.4059		
546	17,7401 36899.3175	18,9017 39315.5034	19,4667 40490.8708	20,1013 41810.6509	20,5796 42805.6047	21,3484 44404.5949		
547	18,7212 38940.0286	19,2418 40022.9811	19,7670 41115.2773	20,2903 42203.9272	20,8123 43289.6144	21,3398 44386.4685		
548	18,1971 37649.9480	18,7213 38640.2024	19,2418 40023.0299	19,7670 41115.2648	20,2903 42203.7862	20,8123 43289.6945	21,3395 44386.2755	21,8972 45546.0942
549	19,8858 41362.4232	20,3706 42370.8342	20,8562 43380.9622	21,3523 44412.7090	21,8506 45449.2574	22,3524 46493.0138	22,8440 47515.5070	23,3643 48597.6825
550	18,8184 39142.2114	20,0878 41782.6866	20,7159 43089.0609	21,4232 44560.3102	21,9370 45629.0268	22,7699 47361.4519		
555	18,2386 37936.2880	19,2025 39941.2000	19,7182 41013.8560	20,3147 42254.5760	20,7534 43167.0720	21,4555 44627.4400		
566	17,5049 36410.1934	18,4371 38349.1197	18,9605 39437.8623	19,5764 40718.9749	20,0268 41855.6996	20,7391 43137.3032		
591	17,1746 35723.1942	18,1327 37715.9232	18,6720 38837.6580	19,3054 40155.3158	19,7696 41118.6881	20,5017 42643.4354		

Increase 1.25% off 10/1/20
 Increase 3% Effective 08/01/2021

**459 UNION SKILLED TRADES
CLASS CODE / TITLE / SALARY RANGE**

CLASS CODE	CLASS TITLE	SALARY RANGE
		New
4015	CARPENTER & GENERAL REPAIR TECH I	620
4016	CARPENTER & GENERAL REPAIR TECH II	630
4017	ASSISTANT CARPENTER	610
4018	REPAIR MAINTENANCE TECHNICIAN I	620
4019	REPAIR MAINTENANCE TECHNICIAN II	630
4020	REPAIR MAINTENANCE TECHNICIAN - RELIEF	620
4072	Vehicle Fleet Maintenance Specialist	615

DRY

459 UNION SKILLED TRADES
SALARY SCHEDULE
EFFECTIVE 08/01/21

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>NEW</u>						
<u>610</u>	14.9464	15.8459	16.3151	16.8957	17.3624	18.0825
\$	31,089	\$ 32,959	\$ 33,935	\$ 35,143	\$ 36,114	\$ 37,612
<u>615</u>	20.2305	20.8515	21.4720	22.0930	22.7141	23.3351
\$	42,079	\$ 43,371	\$ 44,662	\$ 45,953	\$ 47,245	\$ 48,537
<u>620</u>	18.9917	22.1569	25.3223	26.9051	30.0702	31.6529
\$	39,503	\$ 46,086	\$ 52,670	\$ 55,963	\$ 62,546	\$ 65,838
<u>630</u>	21.0722	24.2411	26.8656	28.9855	32.1508	33.7336
\$	43,830	\$ 50,421	\$ 55,880	\$ 60,290	\$ 66,874	\$ 70,166

Increase 1.25% eff 10/01/20
Increase 3% Effective 08/01/2021

DRY

**459 UNION PARA-PROFESSIONAL, DIRECT CARE
CLASS CODE / TITLE / SALARY RANGE**

CLASS CODE	CLASS TITLE	SALARY RANGE
		New
4001	PEER SUPPORT SPECIALIST	565
4002	PEER SUPPORT SPECIALIST RELIEF	565
4003	MENTAL HEALTH WORKER - SIT	565
4004	MENTAL HEALTH WORKER SR - SIT	580
4005	MENTAL HEALTH WKR - CHILD SERVICES	565
4007	MENTAL HEALTH WORKER - DC	565
4008	MENTAL HEALTH WORKER SR - DC	600
4009	MENTAL HEALTH WKR - PAYEE REP	570
4010	MENTAL HEALTH WORKER SR - BRIDGES	580
4011	MENTAL HEALTH WORKER - BRIDGES	565
4012	MENTAL HEALTH WORKER - RELIEF - BRIDGES	565
4013	MENTAL HLTH WRK CRISIS SERVICES	565
4014	MENTAL HLTH WRK CRISIS - RELIEF	565
4030	FAMILY SUPPORT WORKER - RELIEF	475
4031	FAMILY SUPPORT WORKER	475
4037	MENTAL HEALTH WORKER SENIOR - CHILDREN SER	580
4040	MENTAL HEALTH WORKER	565
4041	MENTAL HEALTH WORKER RELIEF	565
4085	COMMUNITY SUPPORT TECHNICIAN	590
4086	COMMUNITY SUPPORT TECHNICIAN SR	600
4087	COMMUNITY SUPPORT TECHNICIAN - SUBSTITUTE	590
4089	SKILL BUILDING TECHNICIAN	590
4092	RELIEF SKILL BUILDING TECHNICIAN	590

459 UNION "DIRECT CARE" PARA-PROFESSIONAL
SALARY SCHEDULE
EFFECTIVE 08/01/21

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
NEW	=====	=====	=====	=====	=====	=====	
475	15.3299	16.2297	16.7077	17.2592	17.6729	18.3547	
	\$ 31,886	\$ 33,758	\$ 34,752	\$ 35,899	\$ 36,760	\$ 38,178	
560	17.6001	18.5231	19.0413	19.6511	20.0970	20.8023	Unoccupied
	\$ 36,608	\$ 38,528	\$ 39,606	\$ 40,874	\$ 41,802	\$ 43,269	
565	18.3213	19.2534	19.7769	20.3928	20.8431	21.5555	
	\$ 38,108	\$ 40,047	\$ 41,136	\$ 42,417	\$ 43,354	\$ 44,835	
570	18.5275	19.7192	20.4041	21.2200	21.8720	22.8147	
	\$ 38,537	\$ 41,016	\$ 42,441	\$ 44,138	\$ 45,494	\$ 47,455	
580	18.7858	19.7786	20.3098	20.9242	21.3760	22.0991	
	\$ 39,074	\$ 41,139	\$ 42,244	\$ 43,522	\$ 44,462	\$ 45,966	
585	18.0582	19.0411	19.5671	20.1753	20.6226	21.3385	Unoccupied
	\$ 37,561	\$ 39,606	\$ 40,700	\$ 41,965	\$ 42,895	\$ 44,384	
590	17.9910	18.9490	19.4883	20.1218	20.5850	21.3180	
	\$ 37,421	\$ 39,414	\$ 40,536	\$ 41,853	\$ 42,817	\$ 44,341	
600	18.4688	19.4906	20.0355	20.6674	21.1328	21.8774	
	\$ 38,415	\$ 40,541	\$ 41,674	\$ 42,988	\$ 43,956	\$ 45,505	

Increase 1.25% eff 10/01/20
Increase 3% Effective 08/01/2021

**459 UNION PROFESSIONAL
CLASS CODE / TITLE / SALARY RANGE**

CLASS CODE	CLASS TITLE	SALARY RANGE
		New
6002	OPERATIONS ADM/COMPLIANCE-PRIVACY OFFICER	770
6003	AFFILIATION COMPLIANCE ADMINISTRATOR	770
6006	COMMUNITY COLLABORATIVE SPECIALIST	720
6009	BEHAVIOR PSYCHOLOGIST RELIEF	750
6010	BEHAVIOR PSYCHOLOGIST	750
6011	BEHAVIOR PSYCHOLOGIST SR	761
6012	BEHAVIOR TREATMENT SPECIALIST (BA) OBSOLETE	720
6013	BEHAVIOR TREATMENT CLINICIAN	730
6018	CLIENT SERVICES SPECIALIST - RELIEF	720
6019	CLIENT SERVICES SPECIALIST (BA)	720
6020	CLIENT SERVICES SPECIALIST SR	725
6025	COMMUNITY TREATMENT SPECIALIST	720
6026	COMMUNITY TREATMENT SPECIALIST - RELIEF (BA)	720
6027	COMMUNITY OUTREACH SPECIALIST	720
6028	DEVELOPMENTAL DISABILITY CLINICIAN (BA)	720
6029	DEVELOPMENTAL DISABILITY CLINICIAN (MA)	730
6030	DEVELOPMENTAL DISABILITY CLINICIAN SENIOR	740
6031	DEVELOPMENTAL DISABILITY CLINICIAN - RELIEF (MA)	730
6032	SUPPORTS INTENSITY SCALE (SIS) ASSESSOR	730
6033	DEVELOPMENTAL DISABILITY SPECIALIST - RELIEF	720
6034	MENTAL HEALTH THERAPIST (MA) FF.CS.NSD	730
6035	DEVELOPMENTAL DISABILITY SPECIALIST	720
6037	DEVELOPMENTAL DISABILITIES SPECIALIST SR	725
6038	SKILL BUILDING SPECIALIST	720
6036	JOB DEVELOPER	720
6039	SENIOR SKILL BUILDING SPECIALIST	725
6040	MENTAL HEALTH THERAPIST - RELIEF (BA)	720
6041	MENTAL HEALTH THERAPIST - RELIEF (MA)	730
6042	MENTAL HEALTH THERAPIST - RELIEF (PHD)	760
6043	MHT MOBILE CRISIS-RELIEF-MA	740
6044	MENTAL HEALTH THERAPIST- AMHS RESEARCH	775
6045	MENTAL HEALTH THERAPIST (BA)	720
6046	MENTAL HEALTH THERAPIST (MA)	730
6047	MENTAL HEALTH THERAPIST SENIOR	740
6048	MENTAL HEALTH THERAPIST PHD	760
6049	MHT-STATE HOSP LIAISON	775
6050	MODEL WAIVER II CLINICIAN	740
6051	MHT MOBILE CRISIS-MA	740
6060	OCCUPATIONAL THERAPIST SPECIALIST	755
6061	OCCUPATIONAL THERAPIST SPECIALIST - SENIOR	765
6062	OCCUPATIONAL THERAPIST	750
6063	PREVENTION THERAPIST (BA)	720
6064	PREVENTION THERAPIST (MA)	730
6065	PREVENTION THERAPIST SENIOR	740
6066	PREVENTION THERAPIST PHD	760
6067	PREVENTION THERAPIST - RELIEF	720
6068	OCCUPATIONAL THERAPIST - SENIOR	760
6069	PRODUCTION/MARKETING SPECIALIST	720
6071	PSYCHOLOGIST PHY CERTIFIED CS	781
6072	RECOVERY SPECIALIST	720
6073	REFERRAL SPECIALIST	690

6074	REFERRAL SPECIALIST (BA)	720
6075	REFERRAL SPECIALIST RELIEF	690
6076	REGISTERED DIETITIAN	730
6077	REGISTERED DIETITIAN SENIOR	750
6078	SR. MHT MOBILE CRISIS-MA	741
6079	REHABILITATION SPECIALIST	720
6080	REHABILITATION SPECIALIST SENIOR	740
6082	SPEECH AND LANGUAGE PATHOLOGIST	750
6083	SPEECH AND LANGUAGE PATHOLOGIST SENIOR	760
6085	STUDENT ASSISTANCE PROVIDER	730
6086	THERAPEUTIC RECREATION SPECIALIST	720
6087	TRAINING SPECIALIST	720
6088	TRAINING SPECIALIST SENIOR	740
6089	UTILIZATION REVIEWER CA	745
6090	VOCATIONAL COUNSELOR (BA)	720
6091	VOCATIONAL COUNSELOR (MA)	730
6092	VOCATIONAL COUNSELOR (SR)	740
6093	VOCATIONAL CLINICIAN	730
6094	VOCATIONAL SPECIALIST	720
6100	EMPOW/CHILD THERAPIST (MA)	730
6110	EMPOWERMENT SERVICES SPECIALIST (BA)	720

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459 UNION PROFESSIONAL
SALARY SCHEDULE
EFFECTIVE 08/01/2021

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NEW						
690	18.0919	19.6934	20.6280	21.7684	22.8129	24.2254
\$	37,631	\$ 40,962	\$ 42,902	\$ 45,278	\$ 47,451	\$ 50,389
700	19.2120	20.8856	21.8689	23.0180	24.0670	25.4996
\$	39,961	\$ 43,442	\$ 45,487	\$ 47,877	\$ 50,059	\$ 53,039
710	19.7770	21.5045	22.4904	23.6493	24.6900	26.1321
\$	41,136	\$ 44,729	\$ 46,780	\$ 49,191	\$ 51,355	\$ 54,355
720	20.3752	22.1249	23.1669	24.4312	25.5753	27.0314
\$	42,380	\$ 46,020	\$ 48,187	\$ 50,817	\$ 53,197	\$ 56,225
725	22.2680	24.0733	25.1107	26.3910	27.5409	29.0313
\$	46,317	\$ 50,073	\$ 52,230	\$ 54,893	\$ 57,285	\$ 60,385
730	22.4138	24.2638	25.4414	26.7469	27.9287	29.4162
\$	46,621	\$ 50,469	\$ 52,918	\$ 55,634	\$ 58,088	\$ 61,186
740	24.4960	26.4006	27.5760	28.8927	30.0730	31.5925
\$	50,952	\$ 54,913	\$ 57,358	\$ 60,097	\$ 62,552	\$ 65,712
745	24.2800	26.2347	28.2276	30.2423	32.2571	34.2812
\$	50,502	\$ 54,568	\$ 58,713	\$ 62,904	\$ 67,095	\$ 71,305
750	26.5694	28.5398	29.7174	31.0418	32.2250	33.7751
\$	55,264	\$ 59,363	\$ 61,812	\$ 64,567	\$ 67,028	\$ 70,252
755	27.1672	29.1820	30.3860	31.7402	32.9500	34.5350
\$	56,508	\$ 60,699	\$ 63,203	\$ 66,020	\$ 68,536	\$ 71,833
760	28.6457	30.6731	31.8520	33.1893	34.3705	35.9527
\$	59,583	\$ 63,800	\$ 66,252	\$ 69,034	\$ 71,491	\$ 74,782
761	29.0376	31.0533	32.2108	33.5319	34.7016	36.2739
\$	60,398	\$ 64,591	\$ 66,998	\$ 69,746	\$ 72,179	\$ 75,450
765	29.2903	31.3633	32.5687	33.9360	35.1438	36.7616
\$	60,924	\$ 65,236	\$ 67,743	\$ 70,587	\$ 73,099	\$ 76,464
770	30.7008	32.7356	33.9103	35.2499	36.4289	38.0101
\$	63,858	\$ 68,090	\$ 70,533	\$ 73,320	\$ 75,772	\$ 79,061
775	30.2038	31.4428	32.3460	33.3127	34.2166	35.2760
\$	62,824	\$ 65,401	\$ 67,280	\$ 69,290	\$ 71,171	\$ 73,374
780	37.3949	38.0233	38.6518	39.2803	39.9087	40.5372
\$	77,781	\$ 79,088	\$ 80,396	\$ 81,703	\$ 83,010	\$ 84,317
781	44.2111	46.5773	48.9434	52.6167	54.9829	57.3359
\$	91,959	\$ 96,881	\$ 101,802	\$ 109,443	\$ 114,364	\$ 119,259

Increase 1.25% eff 10/1/20
Increase 3% Effective 08/01/2021



VOLUNTARY APPLICATION FOR MEMBERSHIP AND AUTHORIZATION FOR DEDUCTION OF DUES OR SERVICE FEE

I _____
(Print full name)

**TO THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (OPEIU)
LOCAL 459, AFL-CIO**

make voluntary application for membership in the Office and Professional Employees International Union, Local 459, AFL-CIO (OPEIU). I understand that membership is voluntary and that if I become a member of OPEIU; I may resign my membership at any time by sending written notice to the Union. Continued membership is limited to the obligation to pay dues and fees. If I resign my membership I agree to continue to pay an amount equivalent to dues to the Union until such time as I revoke my authorization for deductions in accordance with the restrictions below.

**TO THE COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON EATON INGHAM**

hereby voluntarily assign to the OPEIU, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) and irrespective of my membership status in the Union such sums.

- **UNION DUES.** OPEIU may certify as due and owing from me union dues, special dues, or an initiation fee or reinstatement fee.

By checking the box above you will be a Union member in good standing and will be eligible to vote on Union affairs and to hold Union office.

I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and OPEIU, Local 459 at any time this authorization is in effect.

This voluntary assignment authorization and direction shall be irrevocable for the period of one year or until the termination of the Agreement between my Employer and OPEIU (including any extensions, renewals or modification thereof or any new Agreement between my Employer and OPEIU), whichever occurs sooner, and I agree and direct that this assignment authorization and direction shall be automatically renewed, irrevocable for successive periods of one year unless written notice of its revocation is given by me to my Employer and OPEIU, Local 459 by certified mail, not more than twenty days, not less than ten days prior to the expiration of each term of one year or until the termination of the Agreement between my Employer and OPEIU (including any extensions, renewals or modifications thereof or any new Agreement between my Employer and OPEIU), whichever occurs sooner.

(Street Address) (City) (State) (Zip)

(Social Security Number) Date of Hire _____ Full-time or Part-time
(circle one)

Home email _____ Cell phone _____

(Signature) (Date)

COPIES: 1 TO EMPLOYEE / 1 TO UNION / 1 TO EMPLOYER