

AGREEMENT  
BETWEEN  
CHILD AND FAMILY CHARITIES

And

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

January 1, 2019 – December 31, 2021

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## **PREFACE**

This Agreement entered into this **25<sup>th</sup> day of July 2019**, by CHILD AND FAMILY CHARITIES, hereinafter referred to as Employer, and its successors, and THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 459, AFL-CIO, hereinafter referred to as the Union, and its successors.

The Agency supports the collective bargaining process as a means of providing a rational and coherent method of solving problems inherent in employer-employee relationships.

## ARTICLE I

### RECOGNITION

Section 1. In accordance with the certification of the Michigan Employment Relations Commission (R 71 J-392), the Employer recognizes the Union as the exclusive bargaining agent for employees in the following bargaining unit:

All regular full-time and regular part-time caseworkers, office business employees, receptionists and bookkeepers; EXCLUDING the executive director, the Program Assistant of the executive director, the associate executive director, business manager, program coordinator, administrative assistant, and all other supervisors as defined by law.

The Employer will bargain in good faith with the Union with respect to the wages, hours, and other terms and conditions of employment for the employees represented by the Union in the above described unit.

## ARTICLE 2

### MANAGEMENT RIGHTS

Section 1. The Employer retains the sole right to manage the Agency including all rights to manage which are not inconsistent with this Agreement; the right to decide the number of personnel to be employed within the Agency; the right to schedule all operations; the machines and other equipment to be used; the right to establish and change work schedules and to maintain order and efficiency in the Agency and in the operations thereof, the right to hire, lay off, and assign work to employees and the employees to work; the right to reassign, transfer, and promote employees and to suspend, discipline and discharge employees for just cause; the right to determine the starting and quitting times, shifts, and the number of hours to be worked; the right to assign overtime and to introduce new and improved methods, facilities, or standards or to change existing methods or facilities; the right to determine the location and number of branch or neighborhood offices, as well as the employees who will be assigned to work at such offices; to make Agency rules and regulations not in conflict with this Agreement. The foregoing rights are by way of illustration only and, in general, all rights and privileges belonging to the Employer which are not restricted or abridged by this Agreement are reserved to the Employer, subject only to the condition that such rights shall not be exercised in any manner which is inconsistent with this Agreement.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

Section 1. There shall be no discrimination by Employer or the Union against any employee or prospective employee because of age, handicap, height, weight, race, creed, sex, marital status, sexual orientation, or national origin. In accordance with such documents, Employer is an equal opportunity /affirmative action employer.

Section 2. There shall be no discrimination by the Employer against any employee or prospective employee because of membership or activity in or on behalf of the Union.

## ARTICLE 4

### UNION RIGHTS AND REPRESENTATIVES

Section 1. Employees shall use the Office and Professional Employees International Union, Local 459, AFL-CIO union label on all work done by them. Each label shall include the employee's initials. Example: ab/opeiu459aflcio.

Section 2. A bulletin board shall be provided by the Employer in a room available to all employees which shall be used by the Union for the purpose of posting notice of Union meetings, Union literature, and Union social and educational events. The Union bulletin board material shall not be posted anywhere else in or on the premises of the Agency.

Section 3. A list of Board of Director members, their addresses, and their committee assignments shall be furnished to the Union within ten (10) working days following the meeting at which they are made. In case of changes throughout the year, the Union shall be notified of these changes.

Section 4. Stewards, their alternates and other bargaining unit employees shall not handle grievances or other Union business during work hours with the following exceptions: (1) investigating alleged or actual grievances but the total time spent by stewards and their alternates shall not exceed one (1) hour per grievance; (2) participating in actual grievance proceedings (i.e., meetings with supervisors or arbitration hearings) pursuant to the provisions of Section 6 of Article 7.

Section 5. The Union shall name one (1) steward and two (2) alternate stewards to represent Bargaining unit employees at the main facility of Child and Family Charities. In addition one (1) steward and two (2) alternates shall be named to represent bargaining unit employees at Angel House and one (1) steward and two (2) alternates to represent bargaining unit employees at any other Child and Family Charities operating during the life of this agreement. Their names shall be filed with the Employer. As changes are made in designations, the Union shall supply the Employer with said changes in writing. Employer will recognize any Union member as Steward/Alternate upon written verification from Local 459 Service Representative.

Section 6. For the purpose of negotiating any modification to this Agreement at the end of the term of this Agreement (or any re-openers), the Employer agrees to recognize a bargaining committee composed of four (4) employees from the Child and Family Charities main facility and two (2) from Angel House and a minimum of one (1) from any other division developed during the life of this agreement. Non-employee representatives may be present as desired. Employees shall be paid for all time spent in negotiations. Employees shall be paid for at least one hour at their normal hourly rate should a negotiations session last less than one (1) hour.

## **ARTICLE 5**

### **UNION SECURITY**

Section 1. Upon completion of his or her period of probation, every employee covered by this Agreement shall, as a condition of employment, become a member of the Union and maintain his or her membership in the Union.

The Union and its agents recognize the statutory right of the employees to engage in Union and other concerted activities for the purpose of collective bargaining, as well as the right to refrain from any and all such activities except to the extent that this Agreement requires membership in the Union as a condition of employment.



## ARTICLE 6

### UNION DUES CHECK OFF

Section 1. At the point of hire the Employer shall present employees with an authorization form to deduct Union dues, initiation fees and assessments as routinely required. The Employer shall be responsible for collecting the executed form and providing a copy to the Union. The written authorization shall continue in effect unless revoked in writing. In addition, the Employer will present employees with a Local 459 welcome packet which has been provided by the Union.

Section 2. The Employer will furnish the Union with an alphabetical check-off list upon request. The Union shall advise Employer of any variations in the amounts to be deducted. Deductions will be made during the first pay period of each month and the Employer will deliver said deducted sums within one (1) week following deduction to an address designated by the Office and Professional Employees International Union, Local 459.

Section 3. The Employer shall have no obligation to deduct dues, initiation fees or assessments from the wages of an employee until and unless the Employer has been furnished an authorization signed by said employee. The Union will hold the Employer harmless from any liability resulting from employees' claims that deductions have been improperly calculated or wrongfully deducted where the Employer has relied upon information and/or authorizations furnished by the Union.

Section 4. The authorization form shall read as per Appendix "C."

Section 5. The Employer and Union agree for the purposes of paying union dues that a employee working less than 32 hours per month would not have to pay union dues for that month. If dues are deducted from an employee who worked less than 32 hours that month, the Union will refund those dues to the employee.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a claim by an employee, a group of employees, or the Union that there has been a violation, misrepresentation or misapplication of any provision of this Agreement. A grievance may be initiated by an employee, a Union steward, alternate steward, or the Local Union.

Section 2. The representative of the Local 459 and the grievant may be present at any or all stages of the grievance procedure.

Section 3. No grievance shall be processed or recognized unless notice of it is given pursuant to Step 1 below, within ten (10) work days after the event giving rise to the grievance occurred or should have been known by the employee or the Union, but in no event later than twenty (20) work days after the event giving rise to the grievance.

Section 4. The grievance procedure shall consist of the following steps:

- Step 1: The grievant shall first give specific notice of a grievance and present it either verbally or in writing to his/her immediate supervisor. The parties shall meet within five (5) work days after the notice is received. The steward shall be notified and given the opportunity to be present at the meeting. The supervisor shall provide the grievant with an answer within two (2) work days after the meeting.
- Step 2: If the grievance is not resolved under Step 1, the grievance shall be reduced to writing on the grievance form, an example of which is attached to this Agreement as Appendix "A." The grievance shall be signed by the employee and the steward, and filed with the Executive Director or his/her designee within five (5) work days after the Step 1 supervisor answered the grievance. The Executive Director or his/her designee shall meet with the steward and grievant within three (3) work days after the grievance was submitted in writing to discuss the grievance. The Director shall submit a written answer to the grievant and the steward present in Step 2 meeting within three (3) work days after said meeting.
- Step 3: If the grievance is not resolved under Step 2, the Union shall have five (5) work days from the date of receipt of the decision in which to appeal the grievance to the Employer's Board of Directors by giving written notice to the President of the Board delivered to the Director's office. The Union steward, the representative of OPEIU and the grievant shall meet to discuss the grievance with the Employer's Board of Directors, or its designated committee (which shall consist of no less than three (3) members of the Board), at the Board's next regular meeting but not later than ten (10) work days from the date the appeal was delivered to the Board's

President. The Board of Directors shall give an answer in writing within five (5) work days of said meeting to all parties.

Step 4: If the Union is not satisfied with the disposition of the grievance by the Board of Directors, notice of a request for arbitration shall be made by the Union in writing to the Employer filed with the director within fifteen (15) work days of receipt of the decision of the Board of Directors by the representative of OPEIU.

Upon receipt of the notice for arbitration, the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, within ten (10) work days of receipt of the request for arbitration, the party requesting arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Services. The parties shall select an arbitrator by alternating striking names.

Section 5. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The jurisdiction of the arbitrator shall be limited to the claimed violation, misrepresentation or misapplication of the terms of this Agreement provided, however, that in the event of discipline or discharge cases, the jurisdiction of the arbitrator shall be limited solely to the power to determine whether the discipline or discharge was for just cause. If the arbitrator determines absence of just cause, he may order reinstatement with back pay or payment to the employee of any contract benefits lost as a result of disciplinary action or discharge.

The arbitrator's fees and expenses, the filing fee, and the cost of any facilities used for the proceeding shall be borne equally by the parties. The fees or expenses of counsel, or other witnesses, shall be borne by the party incurring the same.

The decision of the arbitrator shall be final and binding on both parties.

Section 6. Grievance proceedings shall be without loss of pay to the grievant, the steward or Union committee person, or other Agency employees involved, and said proceedings shall be conducted at the earliest practicable time. Both parties agree, however, that the primary obligation of both parties is service to the clients, and no proceedings shall be scheduled which would unduly interfere with said duty.

Section 7. Probationary and temporary employees may be discharged and/or disciplined by the Employer at any time prior to completion of the probationary period with or without just and sufficient cause. Such discharge or discipline shall not be a subject for the grievance machinery and/or arbitration.

Section 8. The time limitations set forth in this grievance procedure shall be observed, but may be extended by written agreement of both parties. A grievance may be withdrawn by the grievant and/or the Union at any time. Failure by either party to meet the deadlines set forth will constitute a forfeiture or concession of the grievance.

Section 9. Notwithstanding the expiration of this Agreement, any grievance arising during the life of this Agreement may be processed through the procedure until resolution.

Section 10. The Employer shall not be obligated to discuss grievances with other than the appropriate designated stewards, the representative of the OPEIU, or their alternates.

When a steward is absent or not readily available, an alternate steward shall act in his/her place. In such cases, all references to steward in this article shall be deemed to be made to the alternate stewards.

## ARTICLE 8

### BARGAINING UNIT WORK

Section 1. Non-bargaining unit employees will not perform work of the bargaining unit which deprives unit members of earnings or results in a layoff except in emergency situations.

Section 2. The Employer agrees that it is in its and its employees' best interests to refrain from subcontracting work which is normally or customarily performed by its employees covered by this Agreement. The Employer shall maintain its discretion to employ outside people because of emergencies, time requirements and deadlines, or where special equipment is needed to do such work after first notifying and discussing same with the local Area Representative of OPEIU.

The following are exceptions:

- \* Adoption may employ up to one FTE contractual position by mutual consent of both parties (Union and Administration).
- \* Behavioral Health may employ up to two FTE contractual positions by mutual consent of both parties (Union & Administration).

Criteria to guide mutual consent will include the following:

1. Financial need of the agency and/or program.
2. No negative impact on current program personnel.
3. Unpredictable demand for services from the community or referral sources.

## ARTICLE 9

### CONTINUITY OF OPERATIONS

Section 1. The Union agrees that no employee shall directly or indirectly take part in any walkout, work stoppage or slowdown, boycott, picketing, strike (sympathetic or general), or in any other way interfere with any of the operations of the Employer. In the event any employee or group of employees does so participate or threaten to participate in any such action or occurrence, the Union, upon notification by the Employer, shall use its best efforts to instruct said employee or employees to cease and desist from such action.

Section 2. In the event that any employee, group of employees, or all employees participate in any activity herein prohibited, the Employer shall have the right to discipline or discharge any or all of said employees so participating, subject to the grievance procedure.

Section 3. The Employer agrees that it will not lock out any of the employees covered by this Agreement.

Section 4. The Union agrees that given the needs of the Agency's clients, emergencies may arise. Accordingly, in the event there is a work stoppage or strike of any kind by any of the employees, whether during the term of this Agreement or after its expiration, the Union assures the Agency that business and professional staff will be available for emergency services on an on-call basis if the situation cannot be handled by administrative personnel as determined by the Agency. "On-call" as used in this Section means that the staff person will be reachable by an administrator within two (2) hours of when an emergency might arise.

## **ARTICLE 10**

### **JOB DESCRIPTIONS**

Section 1 The Employer will retain any of its current rights to issue such a job description.

Section 2. Each employee shall be given a copy of her/his job description at the start of employment with the agency. If at anytime during the duration of their employment the job description is altered any way, the employee and union's Service Representative will be provided a copy within three (3) business days of any changes. The employee and employer will sign and date any and all job descriptions issued to employees.

## ARTICLE 11

### DEFINITIONS

Section 1. Full-time employees shall be employees regularly scheduled to work seventy-five (75) hours per pay period. However full-time for Angel House Youth Service Specialist employees shall be defined as regularly scheduled to work eighty (80) hours per pay period.

Section 2. Part-time employees shall be employees hired to work less than seventy-five (75) hours per pay period. However Part-time for Youth Service Specialist employees shall be defined as hired to work less than eighty (80) hours per pay period.

Part time Relief Youth Service Specialists will be defined as those part time Youth Service Specialists who are not guaranteed a set number of hours. A Relief Youth Service Specialist's purpose is to provide shift coverage for full and part time staff who have taken holiday, sick, personal or vacation time off or otherwise who work during periods of staff shortage.

Section 3. A temporary employee shall be one who is hired in a period of emergency or short term need or to replace a part-time or full-time employee while absent due to illness and/or other leave. A period of emergency or short term need shall not exceed ninety (90) calendar days. The Employer may utilize temporary employees as Child Welfare Associate for up to two hundred (200) calendar days.

The above time limits may be extended by mutual consent. An employee hired as a temporary employee shall be advised in writing at the time of hire that he/she is a "temporary employee" and the Union shall be given a copy of said notice. Such temporary employees shall not be bargaining unit members or receive any of the contractual benefits except where expressly provided. Any reference to "full-time" or "part-time" employees shall not be deemed to include temporary employees. If a temporary employee applies for and is granted a regular position without a break in service, upon completion of the probationary period the employee shall be given seniority retroactive to the employee's date of hire as a temporary. The temporary's date of hire into the regular position shall be used as the basis for calculating all other rights and benefits.

Section 4. Special programs/grant funded programs. Any employee hired to work for a special program or grant shall receive an individual memorandum of understanding negotiated by the Union and the Employer at the time of hire detailing any exceptions to the master agreement between the Employer and the Union for that position. This memorandum of understanding will include the employee's status relative to job security should the special program or grant be terminated.

Section 5. Category. There are three categories of employees: professional, business, and paraprofessional.



- A. A professional employee is a category of employee including those employed in social worker or psychologist classifications.
- B. A business employee is a category of employee including those in the Program Assistant, receptionist, or business clerk classification.
- C. A paraprofessional employee is a category of employees including those employed in Youth Service Specialists, shelter assistant or transporter/case aide classifications.

Section 6. Classification. A classification is a subdivision of the paraprofessional, professional and business categories.

- A. The classifications within the professional category include social worker and psychologist. The social worker and psychologist classifications are equivalent or "horizontal" classifications.
- B. The classifications within the business category include Program Assistant, receptionist and business clerk.
- C. The classifications within the paraprofessional category include Youth Service Specialists, Shelter Assistant or transporter, Child Welfare Associate classifications.

Section 7. Level. A level is a subdivision of a given classification, attained pursuant to Article 22, Sections 2 paragraph 1 and 2.

Section 8. Division. A division is a basic service delivery unit within the agency as determined by the Employer. Currently the agency has seven (7) divisions, which contain bargaining unit employees, specifically Business, Behavioral Health, Child Welfare, Juvenile Justice, Child Abuse Prevention, Pregnant and Parenting Teen, and Homeless and Runaway Youth.

Section 9. Program. A program is a service delivery sub-unit within a division as determined by the Employer. Currently the programs by division are as follows:

<u>Division:</u>	<u>Business:</u>	<u>Programs:</u> None.
<u>Division:</u>	<u>Behavioral Health:</u>	<u>Programs:</u> Family Mental Health Counseling, Foster Care Mental Health Services, New Focus.
<u>Division:</u>	<u>Child Welfare</u>	<u>Programs:</u> Adoption, Foster Care, Foster Care Supportive Visitation Program, Foster Home Licensing.
<u>Division:</u>	<u>Juvenile Justice:</u>	<u>Programs:</u> Teen Court, Truancy Outreach
<u>Division:</u>	<u>Child Abuse</u>	

Prevention: Programs: Respite Child Care, Parent Education and Support Groups, Healthy Transitions, Community Outreach and Public Awareness, and Children's Clothing and Toy Pantry

Division: Pregnant and Parenting Teen: Programs: Angel House and Angel Academy

Division: Homeless and Runaway Youth: Programs: Street Outreach, Higher Ground, Crossroads, Housing Young Families and TRUE

Section 10. Transfer. A transfer occurs when an employee moves from one division or program in the agency to another, but retains the same or equivalent classification and level.

Section 11. Promotion. A promotion occurs when an employee moves from a lower to a higher category, i.e., from business category to professional category, or from paraprofessional to business or professional or from a lower to a higher classification within a category, e.g., from Youth Service Specialist to shelter assistant or from receptionist to Program Assistant.

## ARTICLE 12

### HOURS OF WORK

#### Section 1.

A. A normal workweek for full-time employees shall be thirty-seven and one-half (37.5) hours. A normal workweek for Youth Service Specialists at Angel House shall be forty (40) hours.

B. With the exception of Youth Service Specialists at any Residential facility (24 hour facility), no full-time employee shall be required to work more than four (4) hours per week outside of 8 a.m. to 5 p.m. (the four hours shall be pro-rated for part-time employees) Monday through Friday except under the following circumstances:

- 1) To address specific individual client emergencies or specific individual client needs
- 2) To grant employee preferences pursuant to Paragraph C.
- 3) To implement programs or services as provided in Paragraph E.

#### C. Establishing a Schedule.

At the start of employment each employee will, in writing, indicate his/her preferred hours and days of work. The Employer will consider such preferences and grant preferences to the extent they do not interfere with the services to the clients and the effective operation of the Agency. Prior to changing an employee's schedule to other than an employee's preferences, the Employer will give twenty (20) working days' notice.

D. Adjustments within a Schedule. Adjustments in the workweek of any employee may be made by the Employee, or Employer, where necessitated by:

- 1) Client need could not have been reasonably avoided, upon prior approval of his/her supervisor, if available, except in the case of an emergency and in such event the employee will notify the supervisor as to the nature of the adjustment and emergency; or
- 2) The lack of client needs, upon approval of his/her supervisor; or
- 3) An employee may vary his/her work time outside the employee's regular schedule with the approval of his/her supervisor.

E. A position may be created which is scheduled to work more than four hours outside of 8 a.m. to 5 p.m.. Monday through Friday when the Employer has undertaken to operate a program or provide a service that is not being provided at that time or to offer alternative hours or more alternative hours to an existing program/service and that program or service cannot be provided with current staff who work no more than four (4) hours outside of 8 a.m. to 5 p.m., Monday through Friday.

- 1) A position with such a schedule shall be treated as a vacancy pursuant to Article XVII. The posting shall list the approximate number of hours and the projected work schedule.
- 2) An employee who has been hired or voluntarily transferred into a position with a schedule not established under this paragraph shall not be involuntarily transferred to a position with a schedule established under this paragraph for a period of time to exceed ninety (90) calendar days.
- 3) An employee who has been hired or voluntarily transferred into a position with a schedule not established under this paragraph shall not be required to bump into or be required to be recalled into a position with a schedule established under this paragraph.

F. Employees shall call their supervisor (or if not available, another staff person) before or within fifteen (15) minutes of their scheduled starting time when they will be absent. Youth Service Specialists will be required to call their supervisor two hours before their scheduled shift begins if they will be absent.

## Section 2.

Business Employees. For all business employees, overtime shall be paid for all hours worked in excess of thirty-seven and one-half (37 1/2) hours in any one workweek. Overtime shall be compensated by pay at one and one-half times the employee's regular rate except holidays where overtime will be compensated by pay at two (2) times the employee's regular rate.

Paraprofessional Employees – Residential Facilities: Open shifts shall be offered first to regular part-time Youth Service Specialists and then to Relief Youth Service Specialists to the extent that it will not put staff into overtime. Open shifts while building the schedule shall be offered by seniority first to regular part-time Youth Service Specialists and then to Relief Youth Service Specialists to the extent that it will not put staff over 30 hours. Once the schedule is out, the remaining open shifts will be filled on a first come, first serve basis.

Youth Service Specialists at Angel House shall only be required to work more than ten (10) consecutive hours if full-time or eight (8) hours if part-time by mutual agreement. All other Youth Service Specialists shall only be required to work more than eight (8) consecutive hours by mutual agreement. A Youth Service Specialist providing her/his available hours shall not constitute mutual agreement unless the employee specifically states in writing s/he is willing to work more than ten (10) hours if full-time or eight (8) hours if part-time at Angel House or more than eight (8) consecutive hours at the Kevin Moody Youth Home.

The Employer may mandate Youth Service Specialists to work a shift due to unscheduled absences to the extent required to comply with licensing standards. The Employer must first make all reasonable attempts to secure coverage on a voluntary basis. A written log shall be maintained for these attempts to insure compliance. If there are no volunteers, the Employer shall mandate the least senior Relief Part-Time Youth Service Specialist. If no Relief Part-Time

Youth Service Specialists are available, the Employer shall mandate the least senior Part-Time Youth Service Specialist. If no Part-Time Youth Service Specialists are available, the Employer shall mandate the least senior Full-Time Youth Service Specialist. The Employer may mandate contiguous shifts under this paragraph.

Part-time Youth Service Specialists shall be excluded from receiving full-time benefits under Article 17 Vacancies if they work forty (40) or more per week for ninety (90) days. If open shifts cannot be filled by relief Youth Service Specialists and regular part-time Youth Service Specialists, the shifts will be offered to full time staff as overtime on the basis of seniority.

Professional Employees. For all professional employees, flex time will be granted in the amount of one for one of extra hours worked in excess of seventy-five hours during a two week pay period. However, flex time will be given in the amount of two (2) times the overtime worked on agency observed holidays with prior or post supervisor approval. Each professional employee shall make every effort to adjust his/her schedule to avoid any accumulation of flex time beyond the second week it was accrued. Each employee will notify their supervisor in advance of any use of flex time which alters their regular work schedule. The supervisor reserves the right to approve or deny and defer use of flex time if necessary for program coverage and continuity of operations. If the supervisor denies the use of flex time during the pay period or the employee was unable to use the flex time due to circumstances outside her control, the employee may use the flex time in another pay period.

Weekend Visits: Employees who are directed by the court to engage in weekend visits to biological homes shall receive flex time off at the rate of time and one half.

Section 3. The Employer shall have the right to schedule the amounts of overtime of business employees. All such overtime shall be distributed as equally as practicable among the business employees. All employees are expected to work such overtime as may be necessary and requested, unless there are extenuating circumstances. Employees requested to work overtime on weekends shall be given 24 hours notice and those requested to work after regular hours at least three hours notice prior to the end of their shift, except in cases of emergency.

Flex time will be given only after an employee has worked at least one-quarter (1/4) hour over the employee's scheduled hours. Thereafter, all Flex time will be computed as one-quarter (1/4) of an hour intervals; that is the actual overtime worked by any particular employee shall be multiplied by one and one-half (1 1/2) or two (2) times, as the case may be, and this figure then rounded off to the nearest one-quarter (1/4) of an hour.

Section 4. One (1) fifteen minute break, with pay, may be taken by business employees during each working period of three and one-half (3 1/2) hours or more in duration with the following exception. An employee working a workday of seven and one-half (7 1/2) hours or more may take one break in the forenoon and one in the afternoon. Lunch periods for all employees are one hour. Employees are not to be paid for lunch periods, and the time is not to be computed in determining the hours worked during the week.

Section 5. Low Census – Residential Facilities: In lieu of using the layoff procedure set forth in

this Agreement, the Employer has the right, when there is more staff than needed on a particular day because of low census, to reduce the number of Youth Service Specialists working or scheduled to work on each shift. This shall be referred to as a Low Census Day Off (LCDO).

LCDO is defined as:

- Low admissions and corresponding drop in revenue over two (2) week or longer period.
- Low census shifts when the resident population is reduced as a result of school, work, daycare, and other external activities of sustained duration.

LCDO shall not be used in lieu of discipline or indefinite layoff.

#### Low Census Day: Short-Term

Definition: A day or shift during which a significant number of residents are outside the house and not under the direct supervision of residential staff. Examples include but are not limited to family visits, school, and day trips.

If a Supervisor decides to implement a short-term LCDO, volunteers shall be sought. If more Youth Service Specialists volunteer than are needed, the high senior Youth Service Specialist(s) on that shift shall be given the short-term LCDO in the following order Full-Time Youth Service Specialists, Part-Time Youth Service Specialists and Relief Part-Time Youth Service Specialists. If enough Youth Service Specialists do not volunteer and if the Supervisor still needs to reduce staffing on that shift, the short-term LCDO shall be given to the low senior Youth Service Specialist on that shift in the following order Relief Part-Time Youth Service Specialists, Part-Time Youth Service Specialists and Full-Time Youth Service Specialists.

Youth Service Specialists shall be paid a minimum of two (2) hours if they have received short-term LCDO notification less than twenty-four (24) hours before the beginning of their scheduled shift. Youth Service Specialists may use accrued vacation time to compensate for the loss of scheduled hours.

A Youth Service Specialist required to take a short-term LCDO shall not be required to be on-call. However, if a situation (client or program crisis) occurs that requires immediate re-staffing, short-term LCDO Youth Service Specialist(s) will be contacted based on seniority and offered the opportunity to return to work.

#### Low Census Days: Long-Term

Definition: A reduction in census of paid cases which falls below financial solvency and whereby a sufficient number of approved admissions/intakes are not in the queue which is anticipated to last longer than two (2) weeks.

Youth Service Specialists shall receive two (2) weeks written notice prior to implementing long-term LCDOs. When implementing long-term LCDOs, all Relief Youth Service Specialist shifts shall be eliminated. The remaining hours shall be offered to Full-Time Youth Service Specialists first according to seniority to maintain their hours as outlined under Article 11 – Definitions. The remaining hours shall be offered to Part-Time Youth Service Specialists first

according to seniority to maintain their hours as outlined under Article 11 – Definitions. If a shift is offered that no Full-Time or Part-Time Youth Service Specialists agree to work, the shift may be offered to Relief Youth Service Specialists by seniority. The low senior Full-Time or Part-Time Youth Service Specialist who declined the shift shall have their schedule reduced by the number of hours of that shift during the duration of the long-term LCDO.

Full-Time and Part-Time Youth Service Specialists may use accrued vacation time to compensate for loss of scheduled hours up to eight (8) hours per week. Long-term LCDOs shall be used for a period not to exceed seventy-five (75) calendar days.

## ARTICLE 13

### PROFESSIONAL GROWTH & DEVELOPMENT

Section 1. All staff, on an equitable rotating basis, shall be given opportunity for growth and development through attendance at institutes, workshops, seminars and conferences, with the realization that maintenance of the Agency's service to the community must be uninterrupted and complete. Time off with pay and expenses toward fees, transportation, housing and food will be allowed insofar as possible, within budgetary limitations. Any staff person may utilize the time off with pay allowed to him/her under this section for classes that are time-equivalent to institutes, workshops, seminars, and conferences provided the subject matter relates directly to the staff person's current job responsibilities with the Agency. Employer will not reimburse the staff person for any costs related to the class such as tuition or books.

Section 2. The Employer will increase the training monies to \$500.00 annually for those employees who are mandated to acquire any licensures to perform his/her current position and CEU's (pro-rated for part-time employees). The Employer will be required to reimburse the employee for any County, State, or Federal licensures required for billing purposes.

The Employer reserves the right to approve or disapprove the required training courses, seminars, workshops, etc. prior to the employee signing up for the training.



## ARTICLE 14

### HOLIDAYS

Section 1. The following days shall be observed as paid holidays:

New Year's Day  
Martin Luther King Day  
Easter Day\*  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
Floating Holiday

\*For employees working at any Residential facilities.

Except for Angel House and Gateway Youth Service Specialists, if one of the above holidays falls on a Saturday, the holiday shall be observed on the preceding Friday and if a holiday falls on a Sunday, it shall be observed on the following Monday, unless the holiday is Christmas Eve Day or New Year's Eve Day, in which case it will be celebrated the preceding Friday.

Except for Residential Youth Service Specialists, staff at Child and Family Charities are not required to work on the observed holiday.

### Section 2. Holiday During Vacation

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

Section 3. Employees must work the last scheduled working day preceding the holiday and the next scheduled working day following the holiday unless they have been excused or are on approved absence or vacation period.

Section 4. Temporary employees shall receive no benefits unless they work on the holiday.

### Section 5. Holiday Pay

A. Employees not working on a holiday

On all agency recognized holidays, full and part-time employees (except relief employees) will receive holiday pay based on their FTE as a percentage of 7.5 hours (8 hours for Angel House

and Gateway Youth Service Specialists). FTE for part time Youth Service Specialists shall be based on the average hours paid over the immediately preceding two (2) pay periods.

As approved by his/her supervisor, a part-time employee (except for Youth Service Specialists), who is normally scheduled to work more hours on a holiday than the number of hours holiday pay he/she receives may either use annual leave to cover the remainder, work additional hours on other days that week, or take the time unpaid.

**B. Employees who work on a Holiday**

Angel House and Gateway Youth Service Specialists who work any holiday observed by the Employer (except floating holidays) shall receive regular compensation for the hours worked and holiday pay for the hours of work performed that day (except an employee shall not receive less holiday pay than the employee would have received if the employee had not worked that day).

Relief Youth Service Specialists who work on a holiday shall receive double time for any hours worked.

Some examples of pay for employees who work on a holiday:

Status	Thursday	Friday	Saturday	Sunday	Monday Holiday		Tuesday	Wednesday	Total pay
Fulltime	Work 8	Work 8	Work 8	Work 8	Scheduled to work and works 8	Paid 8 +8 hours holiday pay			48 hours
Fulltime	Work 8	Work 8	Work 8	Work 8	Scheduled to work but doesn't work	8 hours holiday pay			40 hours
Fulltime	Work 8	Work 8	Work 8	Work 8	Not scheduled but works 8	Paid 8 + 8 hours holiday pay	Work 8		56 hours + 4 hours overtime
Fulltime	Work 8	Work 8	Work 8	Work 8	Not scheduled but works 4	Paid 4 + 8 hours holiday pay	Work 8		52 hours + 2 hours overtime
Part-time	Work 4	Work 4	Work 4	Work 4	Not scheduled doesn't work,	4 hours holiday pay	Work 4		24 hours
Part-time	Work 4	Work 4	Work 4	Work 4	Not scheduled work 4 hours	4 hours pay + 4 hours holiday pay	Work 4		28 hours
Part-time	Work 4	Work 4	Work 4	Work 4	Not scheduled works 8 hours	8 hours pay + 8 hours holiday pay	Work 4		36 hours
Relief Part time					Work 8	Paid 16			16 hours

Section 6. Floating Holiday.

On January 1 of each year, non-probationary full-time employees shall be granted one (1) floating holiday equal to 7.5 hours. For non-probationary part-time employees, the floating holiday hours shall be prorated based on their FTE as a percentage of 7.5 hours.

The floating holiday hours will be placed in the employee's personal day account and utilized in accordance with Article 21 - Section 3. Floating holidays do not accumulate and cannot be carried over to the next calendar year. Employees during their probationary period do not earn or accrue floating holidays.

**ARTICLE 15**  
**VACATIONS**

Section 1. All full-time employees shall accrue vacation time as follows:

- A. 11.25 hours of vacation for each month worked during the first five (5) years:
- B. 13.125 Hours for five (5) to ten (10) years:
- C. 15 hours after ten (10) years;

Section 2. Employees must take vacation time off from work in order to receive vacation pay except in cases of extreme emergency as defined solely by the Employer or except as otherwise specified in Article 30, Resignation, Section 4. Vacation shall not be accumulated beyond fifteen (15) months of service. subject to the provisions of Section 3, Article 16 regarding seniority.

Section 3. Vacations shall be approved by the Employer so as not to interfere with the service to clients and the effective operation of the Agency on a first come, first serve basis. In the event an employee is unable to take his/her vacation at the scheduled time upon request the Employer will adjust the vacation schedule if it is practicable.

All requests for planned vacations must be discussed as early as possible or at least fourteen (14) calendar days in advance with the employee's direct supervisors and if approved submitted via TSheets, except in the case of an emergency. Vacation shall not be taken for less than one (1) hour at any time and shall be taken in increments of not less than fifteen (15) minutes for time over one hour. The supervisor will provide an approval or denial of the vacation request via TSheets or email within 24 hours (if denied the supervisor will provide a written explanation).

Section 4. Employees who complete probation shall be deemed to have accrued vacation during their probationary period. Employees failing to complete the probationary period shall not be deemed to have accrued vacation time.

Section 5. Part Time Employees

Subject to the provisions of Section 3 of Article 16 regarding Seniority, part-time employees shall accrue a prorated amount of the vacation time described in Section 1 of this Article based upon actual hours worked (including approved paid vacations, sick, personal and holiday time) as a percentage of full time. Each actual hour worked earns a predetermined fraction of vacation hours to be calculated to the nearest higher one quarter (1/4) of an hour. Employees shall not receive any vacation time for hours worked over 75 hours in one pay period (80 hours for Angel House and Gateway Youth Service Specialists).

Section 6. Temporary employees shall receive no paid vacation.

Section 7. Youth Service Specialists who have had their vacation time approved by the supervisor will not be required to assist in finding coverage of their requested time off.

## **ARTICLE 16**

### **SENIORITY**

Section 1. Seniority means continuous service with Employer and/or its predecessors beginning with the latest date of hire with the Employer and/or its predecessors according to the actual number of hours paid. Employees shall earn seniority while on paid leaves of absences. Employees who are absent from work due to approved unpaid leaves of absence shall retain their seniority but shall not accumulate additional seniority while on unpaid leave of absence. Seniority while on layoff shall be calculated using the average hours paid for that employee in the month preceding the layoff.

Section 2. There shall be three (3) separate seniority lists for business, paraprofessional and professional staff. Employer shall notify the Union of any new position to be filled two (2) weeks prior to hiring and the division and classification of that position, whether it be temporary, part-time, or full-time.

Section 3. Newly hired paraprofessional and business employees shall serve a probationary period of ninety (90) calendar days, except the period may be extended by the mutual written agreement of the Employer and the Union for an additional period not to exceed sixty (60) calendar days. Newly hired relief Youth Service Specialists shall serve a probationary period of ninety (90) calendar days or two hundred (200) hours worked (whichever comes last) except the period may be extended by the mutual written agreement of the Employer and the Union for an additional period not to exceed sixty (60) calendar days or one hundred and thirty-three (133) hours (whichever comes last). Newly hired professional employees shall serve a probationary period of one hundred and fifty (150) calendar days. No seniority or other fringe benefits shall accrue during the probationary period of the business, paraprofessional or professional employees (except all non-temporary non relief employees shall receive sick leave and health insurance pursuant to Sections 1 of Article 20 and Section 8 of Article 23). There shall be no responsibility for reemployment of any employee laid off or discharged for any reason during the probationary period. Any employee successfully completing a probationary period shall be retroactively credited with seniority. Any non relief employee successfully completing a probationary period shall be retroactively credited with vacation credit for said period.

Section 4. Employer shall provide the Union steward and the Union representative with a seniority list referred to in Section 2 above, indicating the job classification, Salaries, and date of hire twice a year.

Section 5. Continuous service will be considered broken by occurrence of any of the following:

- A. Employee resigns or retires.
- B. Employee is discharged for just cause.
- C. Employee is laid off for a continuous period equal to the seniority he/she acquired at the time of such layoff, or for one (1) year, whichever is longer.
- D. If employee is absent from work for three (3) consecutive regular work days without having properly notified the Employer, except in an emergency.
- E. Failure to return to work after layoff in accordance with Article 18, Section 3.

## ARTICLE 17

### VACANCIES

Section 1. When an existing position is vacated, a new job is created or temporary vacancies occur, such openings shall be posted for not less than three (3) working days and all employees shall have the right to apply for the job. If a position is posted for longer than three (3) calendar days for external candidates, the position shall be posted for the same duration for all employees. A copy of the posting shall be sent to any laid off employee in that category with recall rights and to any employee on leave of absence, mailed to the address on record with the Employer. A laid off employee with recall rights will automatically be considered an internal applicant for the position.

When job criteria are met and the qualifications of internal and external applicants are equal preference shall be given to the internal applicant.

When there are two or more qualified internal applicants whose qualifications equal or exceed the external applicant and when the qualifications and performance of the internal applicants are otherwise equal the position shall be awarded to the applicant with the most seniority.

Section 2. In the event there are no qualified internal or external applicants for a vacancy, the Employer may fill said vacancy on a temporary basis by transferring a qualified existing employee to the position. The Employer shall first seek voluntary transfers, but in the event no qualified employee volunteers, the Employer will make a involuntary transfer on the basis of the least senior staff member qualified to perform the job.

Section 3. Employees given a position shall have a trial basis which shall not exceed thirty (30) days, but may be extended by mutual agreement of the Union and the Employer. An employee failing to satisfactorily complete the trial period in such opening shall be permitted to return to his/her former position.

Section 4. In the event that an Employee is assigned to a temporary vacancy, when the temporary vacancy expires or is permanently filled, the Employee shall be returned to his/her former position if said position still exists. If the employee's former position no longer exists the layoff procedure shall be followed.

Section 5. If a part-time employee is temporarily assigned to a full-time position in accordance with this article, for the purposes of holiday pay, sick leave, and vacation said employee shall be considered "full-time" as of the first day temporarily assigned to full-time. For the purposes of insurance, the employee shall be considered "full-time" as of the 91<sup>st</sup> calendar day in the temporarily assigned full-time position.

## ARTICLE 18

### LAYOFFS

Section 1. When a reduction in the working force of the business, professional or paraprofessional staff becomes necessary, the following procedures shall be followed:

A. If the reduction occurs in the business or paraprofessional category, layoffs will be made within the classification of the category where the reduction occurs pursuant to the following order:

- 1) Temporary employees in the affected classification will be laid off first.
- 2) Probationary employees will be laid off next, provided the remaining employees in the classification can satisfactorily perform the work and are willing to work the schedules to be maintained by the Employer post layoff.
- 3) Part-time and full-time employees will be laid off next on the basis of seniority, provided the remaining employees in the classification can satisfactorily perform the work and are willing to work the schedules to be maintained by the Employer post layoff.
- 4) The laid off employee shall be given the option of bumping into a different classification within the business or paraprofessional category provided they are qualified for the position.
- 5) An employee must bump the lowest seniority employee in the classification except a full-time employee can bump the lowest senior full-time employee. And in addition an employee who was hired or voluntarily transferred into a position with a schedule which was not established under Article 12, Section 1 (E) can bump the lowest senior employee in a position with a schedule which was not established under that section. A vacant position is considered "lowest senior" for purposes of this article. If there is more than one (1) vacant position available for bumping under this Article, and for which the laid off employee is qualified, the employee shall be given her/his choice of vacant positions.

B. If the reduction occurs in the professional category, layoffs will be made within the program where the reduction occurs, pursuant to the following order:

- 1) Temporary employees in the affected program will be laid off first.
- 2) Probationary employees will be laid off next, provided the remaining employees in the program can satisfactorily perform the work and are willing to work the schedules to be maintained by the Employer post layoff.
- 3) Part-time and full-time employees will be laid off next on the basis of seniority, provided the remaining employees in the program can satisfactorily perform the work and are willing to work the schedules to be maintained by the Employer post layoff.

- 4) A laid off employee shall have the option of bumping any other employee in another program who has less seniority than the laid off employee provided they are qualified for the position including the required degree, credentials and experience as outlined in the most recent job posting.
- 5) An employee must bump the lowest senior employee in the program except a full-time employee can bump the lowest senior full-time employee. And in addition an employee who was hired or voluntarily transferred into a position with a schedule which was not established under Article 12, Section 1 (E) can bump the lowest senior employee in a position with a schedule which was not established under that section. A vacant position is considered “lowest senior” for purposes of this article. If there is more than one (1) vacant position available in a particular program for bumping under this Article, and for which the laid off employee is qualified, the employee shall be given her/his choice of vacant positions in that program .

Section 2. Layoff Notice. An employee about to be laid off shall be personally contacted by the Employer and informed of the impending layoff. Following this personal contact, the employee shall be notified in writing, with a copy given to the steward. From the date of written notification, the employee is entitled to thirty (30) days notice or the equivalent in wages. An employee who wishes to exercise his/her right to bump shall notify the Employer in writing within seven (7) calendar days after receipt of layoff notice.

Section 3. Recall Rights. If a vacancy occurs and there are laid off employees in that category with remaining recall rights, a copy of the posting for such vacancy shall be mailed to the laid off employees at the address on record with the Employer. The laid off employees will automatically be considered internal applicants for the position pursuant to Article 17. If the position is awarded to a laid off employee, notice of recall by the Employer shall be by certified letter mailed to the address of the employee on record with the Employer. Except as otherwise provided in Article 12, Section 1, paragraph E(3), recalled employees must report for work not later than five (5) working days after receipt of notice, unless otherwise agreed to in writing by the Employer. Failure to do so will result in the loss of seniority and any right to recall.

Section 4. Full-time employees who obtained seniority and who are laid off shall not be required to accept temporary or part-time work to retain seniority. Part-time employees will not be required to accept an expansion of their position, up to and including full-time unless the Employer, through its Executive Director, has reserved in writing at the time the employee commenced employment, the option to expand the particular position up to and including full-time. A copy of such letter, if any, shall be provided to the Union at the time it is provided to the part-time employee.

Section 5. The Employer agrees to establish and maintain Michigan Employment Security Commission (MESCC) coverage for all employees under this Agreement.



## ARTICLE 19

### EVALUATION

Section 1. The evaluation of the performance of employees is the responsibility of the Employer. No bargaining unit member shall participate in the evaluation of other members of the unit.

Section 2. The evaluation of employees shall be kept confidential. However, a representative of the Union may, at the employee's personal request or written authorization, review said employee's evaluation.

Section 3. Each employee shall receive a written evaluation by his or her immediate supervisor at the close of the probationary period and within 30 days of his or her anniversary date thereafter. The evaluation form to be used shall be mutually agreed upon by the parties and attached to this Agreement as Appendix "D." The primary function of the evaluation is to promote the professional development of the employee.

Section 4. The employee shall be given the opportunity to read the evaluation, to sign it, signifying that he or she has read same, and to file a statement covering any points of disagreement. The employee shall have the right to obtain a professional review of an evaluation by the Executive Director or Employer and to add information on his or her performance to the evaluation record. An employee may not grieve his or her evaluation pursuant to Article VII, except where it results in discipline and/or discharge. Any discipline shall be set forth on a separate sheet of paper attached to the evaluation form.

If the employee is unhappy with the evaluation and has concerns, the employee and his/her Steward or Alternate Steward shall meet with the Supervisor to resolve the concerns. If the meeting with the Supervisor does not resolve the employee's concerns, then the employee and Steward or Alternate Steward shall meet with the Executive Director.

Section 5. If the employer fails to provide an evaluation within the time lines provided (probationary and anniversary), then it will be assumed by the employee and employer that the employee has met any and all requirements of the agency and there are no concerns. If the employer is required by an outside agency to perform an evaluation outside the time lines provided, the employer may do so but may not rely on any such evaluation to support any subsequent discipline.

## ARTICLE 20

### SICK LEAVE

Section 1. All full-time employees (except temporary) covered by this Agreement shall accumulate 7.5 hours (8 hours for Youth Service Specialists) sick leave for each month of active full-time employment. Unused sick leave may be accumulated to a maximum of 450 hours. Part-time employees shall have similar rights on a pro rata basis. Employees will turn in sick leave slips within twenty-four (24) hours of return to work.

Section 2. Sick time may be utilized by an employee for illness or injury of said employee, including disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom. Illness of immediate family and household members as defined in Article 21, Section 6 and Article 23 Section 1 (c) necessitating the employee's attention, medical, dental and therapy appointments are appropriate uses of sick leave. The employee shall provide satisfactory evidence of illness, such as a doctor's certificate, if so requested by the Employer when the employee is absent more than five (5) working days in a two (2) week period and when there is reason to believe an employee is abusing unscheduled time off. Sick leave will not be paid when the illness occurs on a day off, vacation, or layoff or leave of absence.

Section 3. If an employee terminates employment or is terminated for any reason, the Employer shall not be obligated to reimburse the employee for any accumulated sick leave beyond the last day of employment, except if the employee retires at age fifty-five (55) and after ten (10) years of continuous service the Employer will reimburse the employee for forty percent (40%) of all accumulated earned sick leave time which he/she did not use. This section only applies to employees hired before January 1, 2019, those employees would be grandfathered if they meet age 55 with 10 years of continuous service.

Section 4. Part-time employees shall accrue sick leave on a pro-rata formula. They shall accrue .0461 sick hours for each hour paid rounded up to the next one-quarter of an hour but shall not receive any sick leave for hours worked over 75 in one pay period (80 hours for Youth Service Specialists).

Section 5. Temporary employees shall receive no sick leave benefits. Relief Youth Service Specialists shall receive no sick leave benefits.

Section 6. An employee shall have the choice to use short-term disability. Should an employee choose to utilize short-term disability he/she shall not be eligible to utilize sick leave time for any day covered by the short-term disability benefit. Should an employee choose to not utilize short-term disability, he/she shall be eligible to utilize their sick leave time. An employee that does not initially elect to utilize short-term disability cannot later attempt to enroll in the benefit.

## ARTICLE 21

### LEAVES OF ABSENCE

Section 1. Illness Leave. Upon written verification of need by a certified physician, an employee with one or more years of seniority shall be entitled to an unpaid illness leave of up to three (3) months. Any extension beyond three (3) months or any additional illness leave within one calendar year of the expiration of an illness leave shall be at the sole discretion of the Employer.

Section 2. Child Care Leave. Upon written request to the Executive Director an employee with one year or more of seniority shall be entitled to Child Care Leave in conjunction with initial care and assistance to be given to either a natural or adoptive child upon their coming into the employee's home. Child Care Leave in combination of the use of any other available leave must not exceed five (5) months. For example, an employee disabled due to pregnancy who used five months of accumulated sick leave, vacation, personal days and illness leave would not qualify for a Child Care Leave. An employee who used only three months Illness Leave could take two months Child Care Leave, etc. This leave may be taken anytime during the first year following adoption or birth.

Section 3. Personal Days. Upon written request, except in cases of emergency employees will be granted four (4) days with pay per year for personal business or religious purposes. If an employee severs his/her employment and has used more personal days than calendar quarters worked, in whole or in part, Employer is authorized to deduct and set off from the employee's last paycheck the pro rata amount of the salary attributable to the excess personal days used. All requests for personal time must be submitted in writing to Employer at least twenty four (24) hours in advance of commencement of the requested personal time, except in case of emergency. Personal time shall not be taken for less than one (1) hour at any time and shall be taken in increments of not less than fifteen (15) minutes for time over one hour. Personal days do not accumulate and cannot be carried over to the next calendar year. Employees during their probationary period do not earn nor accrue personal days. Personal days granted to part-time employees shall be prorated based upon the ratio of hours the employee works per week to the hours a regular full-time employee works per week.

Section 4. Union Leave. Upon written request, an unpaid leave of absence up to two (2) years with accumulated seniority shall be granted in the event an employee is elected as a Representative of the Local Union, to act as a delegate to an AFL-CIO Convention, or in such other capacity or activity as may be designed by OPEIU 459, AFL-CIO.

Section 5. Personal Leave. Upon written request, the Employer, at its sole discretion, may grant an unpaid personal leave of absence of up to three (3) months to an employee with accumulative seniority, provided adequate reason is shown.

Section 6. Bereavement Leave. Leave of absence with pay for up to one (1) week shall be granted an employee in the event of death of his or her father, mother, step-father, stepmother, spouse, child, and step-children, brother, sister, step-brother, step-sister, half-brother, half-sister,

legal guardian, domestic partner and household member. Leave of absence with pay for at least three days shall be granted an employee in the event of a death of his or her mother-in-law, father-in-law, grandparents, grandchild, brother-in-law, or sister-in-law. At the discretion of the Employer, bereavement leave may be granted for the death of other individuals with whom the employee has a relationship that is of similar significance. Days granted to part-time employees shall be pro-rated based upon the ratio of hours the employee works per week to the hours a regular full-time employee works per week.

Section 7. Military Leave. Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations, with respect to leave of absence due to military service.

Section 8. Jury Leave. An employee who has completed his/her probationary period and who is called to, and reports for, jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily Jury fee paid by the court. If the employee reports for jury duty and is excused, he must then report for work. In order to receive payment an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims payment. Compensation as set forth hereunder, shall be paid to an employee who is subpoenaed as a witness in a case in which the employee is not a party.

Section 9. Education Leave. Any employee desiring to take a class (which is in furtherance of his educational training for his present Agency position or otherwise related to Agency services) shall advise the Executive Director of Employer of the class and its meeting times. In addition, the employee shall indicate his preference regarding a 37 1/2 hour work week schedule which will allow the least time off for the taking of the class and provide no blocks of time less than one (1) hour.

Requested educational leaves in order to take such classes shall be granted by Employer provided a practical work week schedule can be arranged, and the leave does not interfere with the service to clients and the effective operation of the Agency. Such educational leaves shall be considered and granted on a "first come, first serve" basis and the work week schedule for any employee requesting such a leave will be considered in conjunction with the work week schedules of all other employees pursuant to the provisions of Section I of Article 12.

Educational leave shall be without pay and without reimbursements for tuition, books, etc.

Section 10. Employees shall not accept other employment while on the leave of absence unless permission has been granted by the Employer prior to the granting of leave with the exception of a position with the Union. Employees requesting a leave of absence to seek or secure other employment shall be considered to have voluntarily terminated his employment.

Section 11. Vacation and sick leave benefits shall not accrue or accumulate or be paid during any unpaid leave of absence, unless otherwise herein provided. Any obligation assumed herein by the Employer for payment of insurance premiums for an employee shall not be continued by the

Employer during any unpaid leave of absence. However, during such leave, the employee may submit the amount of any insurance premiums to Employer for transmittal to the insurer, provided the payment is received five (5) days prior to the monthly submission date.

Section 12. At the commencement of any leave of absence, the Employer will furnish a written statement indicating the type of leave and the commencement and termination dates of said leave. Any employee overstaying a leave without an authorized extension shall be subject to termination.

Section 13. An employee returning from an authorized leave of absence will be returned to his or her job classification and at the prevailing rate of pay, except where Section I of Article 18 regarding layoffs is applicable. However, an employee returning from an authorized leave who requests part-time employment shall be given preference for any job openings for which he/she is qualified.

Section 14. Except as otherwise provided, leaves of absence shall be without pay or other benefits.

Section 15. Any leave of absence may be extended by mutual agreement by the Employer and the Union.

## ARTICLE 22

### COMPENSATION

#### Section 1.

New Hires. Salaries for newly hired employees shall be in accordance with the New Hire Salary Chart attached to this Agreement as Appendix B.

All active Union employees will receive a 3% increase on their base wage. “Active Union employees” is defined as those employees who are employed by the Agency on the date ratification is achieved by both parties.

All active Union employees will receive:

**2019 at Ratification	3%
01/01/2020	2%
01/01/2021	2%

The 3% increase excludes Youth Service Specialist staff at Angel House and Gateway.

Youth Service Specialist and Relief Youth Service Specialist starting pay will be increased from \$10.00 to \$11.00 –youth service specialists who are currently below \$10.50 will be moved up to \$11.00 any youth service specialist currently making **over** \$10.50 will receive a .50 raise effective upon ratification of the contract.

Youth Service Specialists who work between the hours of 11:00p.m to 7:00a.m. will receive an additional \$1.00 per hour premium pay, effective the following pay period after ratification of this contract by both parties. This shift premium pay is for actual hours worked. (For example: If someone works from Midnight to 8:00a.m., they will receive the \$1.00 per hour premium pay from Midnight to 7:00a.m.)

SWI this category starting wage will be increased to \$31,000 with the \$500 increase after successful probationary is completed, those who have finished their probation and getting less than \$31,500 will be adjusted to this salary and will not be eligible for the negotiated wage increase unless the % increase would be higher than the \$31,500.

Under SW1 CWTI Required position for Child Welfare: Effective January 1, 2019 any person hired to be a Child Welfare Specialist will have a starting salary of \$31,500 and once that person has become CWTI certified **and** have finished their probationary period will receive a \$500 increase to their base salary. If a person is hired with experience the agency reserves the right to look at the salary range to determine the starting salary. Current employees with salaries that fall below the proposed salary threshold (CWTI training required) will be adjusted to \$31,500 and \$32,000.

Employees whose salary was increased or who have been hired in at the new rate agreed upon in the Letter of Understanding entered into on February 6, 2019 will not be eligible for the 2019 rate increase. See attached LOU.

Salaries will be determined by the employer using the ranges established for each job category and will be based on the following criteria:

- 1). Applicants actual years of experience for the posted position
- 2). Shortage or surplus of applicants (demand for the position in the field)
- 3). Final salary offered will be screened and approved by the Division Director, Administrative Coordinator and Finance Director.

The ceiling on wages in Appendix B may be reviewed during full contract negotiations.

Once an employee reaches the ceiling for the position, any negotiated raise (per union contract) will be received in a lump sum payment on their base salary. Payments for the lump sum will be made within one month after the contract is signed. See Appendix B

#### Section 2. Movement up Levels

(1) A Bachelor level employee will receive a \$1500 increase to their base salary when they receive their Master Degree (Upon submission of written verification to the Employer of the attainment of the Master's in Social Work degree or Master's degree deemed comparable by the Employer).

(2) A Master Level employee will receive a \$2,000 increase to their base salary for the successful attainment of an LPC or an LMSW. (The increase will be automatic upon submission of written verification of the successful attainment of the licensure).

The new rate shall be effective the pay period following presentation of the appropriate documentation to the executive director or designee.

Section 3. If an employee is on an approved, unpaid leave and is subpoenaed to testify in court, Employer shall pay the employee the court's current per diem rate and mileage at the current mileage reimbursement rate from the employee's residence to the court and back.

Section 4. Beginning January 1, 2020, the Employer shall reimburse employees at the current IRS mileage rate. The Employer reserves the right to mandate use of agency owned/leased vehicles versus reimbursing use of personal vehicles.

Section 5. The Employer shall pay the bi-annual social work certification fee (but not the initial application fee) and/or CAC certification fee for each of its social work staff.

Section 6. When the Agency is officially closed by the Director, or his/her designee, or employees are dismissed from work early due to inclement weather, employees shall be compensated at their regular rate of pay.

If employees choose to work after being dismissed early due to inclement weather, they shall receive only their regular rate of pay. However, if employees are required by their supervisor, or by a circumstance with the subsequent approval of their supervisor, to work after the Agency is officially closed due to inclement weather, they shall receive equal time off at a later date.

Section 7. Employees (both full-time and part-time) will be granted a longevity bonus based upon their years of experience with Employer which shall include time on leave if seniority was accumulated during the leave. Full-time employees with six (6) to nine (9) years of such experience will receive a bonus payment in the amount of 1.5% of salary, those with ten (10) to fourteen (14) years of experience, 2% of salary and those with fifteen (15) or more years of service, 3% of salary. Part-time employees shall receive a longevity bonus on a pro rata basis in accordance with time worked (i.e., an employee with three years full-time and three years one-half time would receive a bonus of .75 times 1.5% of his/her salary). The bonus shall be paid on the first payday subsequent to the employee's anniversary date of employment.



## ARTICLE 23

### INSURANCE

#### Section 1.

A. Employees who work 75 hours per pay period (or 80 hours per pay period for Youth Service Specialists) shall be provided BCN HSA High Deductible 2000/4000. Employees who, as of May 1, 2008 work sixty (60) hours per pay period and who were eligible for health insurance under the previous collective bargaining agreement shall be grand-parented and be eligible for this health insurance plan.

At open enrollment each year, all eligible employees may choose one of the following:

**Option 1:** The employee agrees to pay **5% of the premium and the employee** will pay 100% of the deductible for their health insurance.

- 1) the \$2000 deductible for single
  - 2) the \$4000 deductible for couple and family
- 

**Option 2:** Employer sponsored Health Reimbursement Account (**HRA**)

A) The employer will increase the cost share to 20% of the premium effective January 1, 2020. After 2020, the employer will increase the cost share by 3% each year until 27% cost share is reached. The cost share shall not increase in any years that the employer does not provide a wage increase.

The Employee agrees to cost share the premium for either single, couple or family coverage or the employer agrees to pay 100% of

- 1) the \$2000 deductible for single
- 2) the \$4000 deductible for couple and family

If employee terminates employment, any monies in the account go back to the employer.

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**Option 3: Employer Sponsored Health Savings Account (HSA)**

The employer will increase the cost share to 20% of the premium effective January 1, 2020. After 2020, the employer will increase the cost share by 3% each year until 27% cost share is reached. The cost share shall not increase in any years that the employer does not provide a wage increase.

Employee agrees to cost share the premium for either Single, Couple or Family beginning 01/01/2020

Employer agrees to make a monthly contribution to the employee's HSA:

Single: \$70.00 (\$840 per year)

Couple: \$90.00 (\$1080 per year)

Family: \$110.00 (\$1320 per year)

The employee is responsible for 100% of the deductible

- 1) the \$2000 deductible for single
- 2) the \$4000 deductible for couple and family

Employee has the option of also contributing to their HSA account through payroll. If employee terminates employment any monies in the account is the employee's.

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Any deductibles for which the Employer is responsible will be reimbursed through a confidential third party administrator Health Reimbursement Arrangement.

Once the deductible is met, prescriptions will have a \$10 generic, \$25 brand name and \$50 non formulary employee co pay.

Debit cards will be made available for prescriptions when cash flow improves and it is sustained, as determined by the Employer.

Subject to the requirements of the insurer, coverage is effective the first of the month following thirty (30) calendar days of employment.

The Employer shall use a Section 125 plan so that any premium co pays are pre tax.

B. Employees who are not eligible for medical insurance may purchase medical insurance by paying 100% of the premium cost.

C. Domestic Partner Eligibility: If allowed by the carrier, the employee's same gender domestic partner is eligible for coverage under the employee's health plan as long as the following requirements are met:

- The Employer's plan has domestic partner coverage or another plan is available and offered by the Employer.
- The employee and the domestic partner are of the same gender.
- Both partners are 18 years of age or older.
- Neither the employee nor the domestic partner is legally married to any other party.
- The employee and domestic partner are not related by blood in a manner that would bar legal marriage if they were not of the same gender.
- The employee and domestic partner are each others sole domestic partner.

- The employee provides proof of shared residency and that shared residency has occurred for a minimum of twelve (12) consecutive months.

Note: Proof of shared residency may be established by a drivers license, voter registration, student identification, city or county registration, or other document at the discretion of the Employer.

- A signed and notarized Affidavit of Domestic Partnership is submitted to the Employer and the health insurance carrier.

Coverage for domestic partners will be terminated if:

- Any statement in the affidavit is untrue when submitted or becomes untrue.
- The domestic partnership ends.

Section 2. The Employer agrees to pay the premium cost of the current Delta Dental Insurance for each employee that works at least sixty (60) hours per pay period and their eligible dependents. Employees full or part time hired as of July 1, 2004 will be grandfathered and will receive dental coverage. Subject to the requirements of the insurer, coverage is effective the first of the month following six (6) calendar months of employment. In the event an employee has dental coverage through a spouse or domestic partner, such employee shall have the insurance coverage coordinated so as to pay 100% of dental procedures. In no case shall the combined payments exceed the actual billing cost.

Section 3. The Employer agrees to pay the premium cost of short term (up to six months) disability coverage for all employees who work at least sixty (60) hours per pay period. Subject to the requirements of the insurer, coverage is effective the first of the month following thirty (30) calendar days of employment.

Section 4. The Employer agrees to pay the premium cost of AD& D group life insurance in the amount of \$10,000 for all employees who work at least sixty (60) hours per pay period. Subject to the requirements of the insurer, coverage is effective the first of the month following thirty (30) calendar days of employment.

Section-5. The Employer agrees to pay the premium cost of group life insurance in the amount of one year's salary in addition to the group life insurance described in Section 4 above for all employees who work at least forty (40) hours per pay period. Subject to the requirements of the insurer, coverage is effective the first of the month following one (1) calendar year of employment.

Section 6. The Employer agrees to pay the premium cost of long term disability coverage for all employees who work at least sixty (60) hours per pay period. Subject to the requirements of the insurer, coverage is effective the first of the month following thirty (30) calendar days of employment.

Section 7. Coverage for any eligible full-time or part-time employee shall take effect on the earliest appropriate enrollment date as required by the particular insurance carrier or plan

administrator. Temporary employees shall receive none of the insurance benefits provided under this article.

**Section 8. Options in Lieu of Insurance:** Employees who are eligible for Employer paid medical or dental insurance and who receive medical or dental insurance from another source (excluding the ACA Health Exchange) may elect one or both of the following alternative benefit options in lieu of the Employer's group health plan.

**Monthly Allocation in Lieu of Medical and Dental Coverage:**

Single:	\$120.00
Couple:	\$175.00
Family:	\$200.00

**Monthly Allocation in Lieu of Dental Only:**

Single:	\$10.00
Couple:	\$20.00
Family:	\$25.00

**Monthly Allocation in Lieu of Medical Only:**

Single:	\$120.00 (less the \$10 dental allowance)
Couple:	\$175.00 (less the \$20 dental allowance)
Family:	\$200.00 (less the \$25 dental allowance)

This change is not retroactive. It will go into effect 30 days after ratification.

Employees who are eligible to receive the insurance option pursuant to this section shall sign a form attesting and provide proof that they are covered by another health insurance source (excluding the ACA Health Exchange), and attest that their election of this option is an informed and voluntary decision, and release the Union and the Employer from any liability. Employees shall be allowed to elect this option during the annual enrollment period or the month following the attainment of the insurance from another source. Employees who choose this option, and who subsequently lose their medical or dental insurance from another source, shall be allowed to re-enroll the month following the loss of outside coverage.

The Employer will continue the Section 125 flexible benefits plan in effect as of July 1, 2004.

**Section 9.** With respect to any of the insurance providers named in this Article, the Employer may elect to provide comparable coverage through a different carrier provided it gives the Union reasonable written notice in advance together with information pertaining to the comparability of the coverage provided by the new carrier.

## ARTICLE 24

### RETIREMENT

Section 1. When an employee works at least forty (40) hours per pay period, the Employer agrees to pay a contribution equal to 5.0% of an employee's salary if the employee is at least 21 years of age and after the employee has been employed by the Employer for one (1) year.

The Employer may elect to provide a comparable benefit through a different carrier provided the basic Employer contribution equal to 5.0% of salary will not be changed, and provided that the Employer gives the Union reasonable written notice in advance together with information pertaining to the new carrier.

#### Section 2. Health care retirement benefit

Employees hired after January 1, 2008 will not be eligible for the health care retirement benefit. Employees hired prior to January 1, 2008 shall be eligible for the following:

Medicare Eligible Retirees: The Employer agrees to provide Medicare eligible retirees one of the following options (to be selected by the retiree):

1. Single Blue Care Network Medicare advantage or comparable Medicare supplemental health insurance agreed to by the parties. Any premium over \$300 per month must be paid by the retiree. A retiree may elect to cover her/his spouse by paying the premium difference. If the Employer is unable to offer this option the parties will meet to discuss a replacement.
2. A monthly payment of up to \$300 to be used to purchase Medicare supplemental health insurance

Non-Medicare Eligible Retirees: The Employer agrees to provide single health insurance coverage Option 1 under the same terms and conditions as active employees. Any premium over \$400 per month must be paid by the retiree.

The obligation of the Employer shall cease in the event that health insurance is available to the retiree through another employer or source. Further, there shall be a requirement to coordinate with other available health insurance, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee.

If the retiree accepts other employment and health insurance is available and is provided by that employer, the Employer shall not be obligated to provide the retiree with the benefits described above. Further, in the event the retiree is eligible for health insurance through his/her working spouse or domestic partner, the Employer shall not be obligated to provide said benefits while said retiree remains eligible for coverage through the employment of his/her spouse. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of said date all benefits payable by the Employer shall be reduced by an amount equal to federal benefits pertaining at said time and shall be supplemental to such coverage. In the event the name of any of the coverage/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

A retiree who loses health coverage from another source shall notify the Employer within 30 days of the qualifying event to re-enroll the retiree under the Employer's retiree health insurance benefit under the conditions of this Article.

Section 3. An employee may retire for the purposes of Section 3 of Article 20 regarding "Sick Leave" and Section 2 of Article 24 regarding "Retirement" after age Fifty- five (55) and at least ten (10) years of continuous service with the Employer.

Section 4. One bargaining unit employee, selected by the bargaining unit, shall be appointed by the Employer as a Trustee of the 401K Plan.

Section 5. Employees who have participated in the buy-out, shall have the option of receiving retiree health insurance benefit under the conditions of this Article.

## ARTICLE 25

### GENERAL

Section 1. Each new employee shall be provided by Employer with a copy of this Agreement, as well as Employer's "Policy on Confidentiality and Clients' Rights," the receipt of both of which the employee will acknowledge in writing.

Section 2. The Employer shall endeavor to maintain a high degree of sanitation, heating & cooling, lighting and general working conditions.

Section 3. Upon submission of a signed release, an employee leaving the service of the Employer shall upon request be furnished with a written statement of character and service.

Section 4. In the event of proposed technological, organizational or program changes, which will result in the layoff of an employee, the Employer agrees to discuss with the Union representatives such changes before they are made, and further agrees to offer present employees an opportunity to fill the new job before hiring from the outside market.

Section 5. It is mutually agreed that the specific terms, provisions or conditions of this Agreement can be changed or modified at any time during its term, but only by mutual consent, in writing, of the Employer and the Union.

Section 6. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7. Parking spaces, paid for by the Employer, shall be made available to all staff.

Section 8. All employees will be required to furnish the agency with a statement of freedom from communicable tuberculosis within thirty (30) days of employment. Once every three (3) years thereafter, the employer shall pay for the cost of the TB test and the test may be taken on work time. Employees shall be reminded by the Employer in writing of the need to furnish this statement.

## ARTICLE 26

### WAIVER

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of labor, benefits and conditions of employment and concludes all collective bargaining for the term of this Agreement. All employee benefits and rights existing before the effective date of this contract are merged in and superseded by, this agreement unless expressly contained herein.



## **ARTICLE 27**

### **SUCCESSORS**

In the event the entire operations of the Employer are sold, absorbed, merged, consolidated or otherwise transferred to another corporation or legal entity, either party to this Agreement may reopen this Agreement upon thirty (30) days written notice and request renegotiation of any portion of said agreement.

## ARTICLE 28

### JOINT UNION MANAGEMENT COMMITTEE

Section 1. The Employer and the Union agree to establish a Joint Union Management Committee which will meet monthly. The Committee shall consist of not more than three (3) members of the Union and not more than three (3) members from the Employer. Employer members will be selected by the Board of Directors and at least one (1) Board member shall be on the Employer Committee. The Board of Directors shall employ its best efforts in appointing new members to its Board to find persons who have a background in management and/or labor personnel and strongly encourage their participation on the JUM Committee in an effort to provide such Committee with balanced labor-management perspectives from Board representatives.

Section 2. It is understood that such meetings will be held for the purpose of appraising and discussing problems, if any. It is understood that such meetings shall not be for the purpose of handling grievances or conducting continuing collective bargaining negotiations, nor for any other purpose which will in any way modify, add to or detract from the provisions of this Agreement. The Committee shall have no authority to bargain for the parties on any issue, or to determine the disposition of any grievance which the Committee may review in the study of a problem.

## ARTICLE 29

### DISCIPLINE & DISCHARGE

Section 1. Discipline and discharge of all employees except probationary and temporary employees shall be for just cause (save alleged violations of the provisions of Article 9 regarding the Continuity of Operations).

Section 2. The Employer shall endeavor to make discipline progressive. However, it reserves the right to impose that measure of discipline which the particular/unusual circumstances warrant. Discipline may consist of documented verbal warnings, written warnings, suspensions without pay and discharge. Documented verbal warnings shall not be grievable beyond Step 3 under the grievance procedures of Article 7. Other discipline shall be grievable through all steps of the grievance procedure.

Section 3. After a written reprimand (including those attached to an evaluation) has been in an employee's file for eighteen (18) months without any intervening disciplinary action regarding a similar occurrence, it will be removed from the employee's employment record and given to the employee.

Section 4. A copy of any written notices of disciplinary measure shall be given to the Employee and the Union. The Employer shall meet with the Union to discuss a discharge before the effective date of such discharge.

## **ARTICLE 30**

### **RESIGNATION**

Section 1. A business or paraprofessional employee who resigns shall give the Employer two (2) weeks advance written notice and shall work and provide services for ten (10) work days after such notice of resignation.

Section 2. A professional employee who resigns shall give the Employer thirty (30) calendar days advance written notice. A professional employee shall work and provide services for twenty (20) work days after such notice of resignation.

Section 3. If an employee fails to give such notice (except where waived by mutual agreement) or is discharged for cause, he or she shall forfeit all accumulated or accrued, unused vacation and other benefits.

Section 4. If an employee has resigned and worked in accordance with the provisions of this article, Article 20, Section 2, (sick leave) and Article 21, Section 6, (Bereavement Leave), he/she shall be paid for all accumulated or accrued, unused vacation and other benefits on next pay day after the last regular pay check. Personal or vacation time may not be used during the applicable notice period, except at the discretion of the Employer.

Section 5. Immediately after receipt of the notice of resignation, the employee and his/her supervisor shall meet to discuss the work which can reasonably be completed by the date of resignation. The employee shall use his/her best efforts to complete that work which the supervisor determined would be reasonable, have it approved by the supervisor, and turn in Agency keys and equipment prior to final payment.

## ARTICLE 31

### CASELOADS

#### Section 1 Child Welfare Caseloads (Foster Care, Adoption and Foster Home Certification)

A full time Child Welfare Specialist caseload shall remain in compliance with the Department of Health and Human Services policy.

Each Child Welfare Specialist will maintain a total caseload comprised of a weighted caseload that shall not exceed the state standard of 1.009.

The overarching criteria guiding child welfare case assignment will be the children's best interest and best practice as defined by:

1. The assignment of sibling groups to one case manager.
2. The assignment of cases to case managers who have a history with the family.
3. Minimizing the number of difference case managers visiting the foster home.

Per agreement, Child Welfare Specialists will accept the assignment of cases which exceeds the maximum of a 1.009 weighted caseload. For each case over the maximum weighted caseload, the Child Welfare Specialist will receive compensation based on weighted range. This amount will apply for any and all days in a given month (i.e., the weighted range compensation will not be pro-rated for the number of days the child is in care). See Appendix D.

Protocol for Payment – At the end of the month, the case manager will submit a detailed Check Request to their immediate supervisor for approval. The supervisor will forward the approved Check Request to the Director of Finance for payment in the next check disbursement cycle.

Caseloads shall be prorated for part-time caseworkers.

#### Section 2. Behavioral Health Services

##### **A. Mental Health**

Mental Health therapists are required to provide direct face to face billable services of 50% of their scheduled hours.

##### **B. Substance Abuse:**

50% of the substance abuse therapist scheduled hours must be allocated direct service (billable) hours, including case management when authorized and billed through the funding source.

##### **C. All Behavioral Health Services**

- 1) Sick time, holidays, vacation, unpaid leave, conferences, internal mandatory COA trainings, personal leave, and when the agency closes for weather or mechanical reasons shall be excluded from consideration.
- 2) Beginning therapists shall meet the standard after five (5) months of employment with the Employer.
- 3) Therapists who transfer into the unit or who return from a leave of absence shall be given a phase-in period to meet the standard.
- 4) Up to two hours a month credit may be documented on a therapist's DAL for CQI mandatory committee meetings. Therapists are responsible for documenting this.
- 5) Therapists will be given two (2) hours credit for every one (1) hour of group with six (6) or more members.
- 6) Three hours a week will be granted towards UR per student supervised by staff.
- 7) These workload standards are based upon therapists performing at a reasonable pace under normal working conditions. They are being implemented for the purpose of establishing a base for managing caseloads, projecting staff needs, evaluating staff performance and providing a rational basis for funding requests.
- 8) Employees will be monitored at a minimum of once a month. Employees shall be given their statistics including the percentage of no-shows.
- 9) The utilization rate shall be cumulative in calculation and represents a rolling 12 month average. An employee's cumulative utilization rate shall not fall below the expected threshold for more than three (3) months in a row.
- 10) An employee shall not be held responsible if the employee requested additional cases and was not assigned adequate cases. Each month statistics will be given to each employee with how many cases were requested and either not assigned or no-show/cancelled their initial appointment. It is the responsibility of the employee to request additional cases if necessary to meet these standards.
- 11) Should any new procedures be implemented which require an increase in written reports, the Union may request to reopen negotiations in this regard pursuant to the provisions of Article 32 regarding Duration.

## ARTICLE 32

### ATTENDANCE POLICY – Residential Facilities

Section 1. Both Residential Facilities will track incidents of absence other than a planned absence that results in accumulation of missed attendance points for Youth Service Specialists.

Section 2. Approved Absences- Time off that has been requested and approved by the immediate supervisor or On Call in advance of the usual starting time of work. No missed attendance points are associated with an approved absence. Youth Service Specialists shall notify their supervisor of a request for planned time off as far in advance as possible. Supervisors shall have reasonable discretion to approve or disapprove requested absences.

Section 3. In all cases, Youth Service Specialists must notify their supervisors at least two (2) hours before their shift begins or as far in advance as possible whenever there is need to be absent

Section 4. Unsatisfactory attendance results in disciplinary action up to and including discharge and may also have adverse effect on any promotional considerations in determining equal qualifications between candidates as outlined in Article 17 - Vacancies.

Section 5. Unapproved Absence- When an approved absence is not possible, e.g, illness or emergency, the Youth Service Specialist (or another person if the emergency condition prevents the Youth Service Specialist from doing so) notifies the immediate supervisor or On Call as soon as possible before the normal start of work. The Youth Service Specialist explains the nature of the absence and when she/he expects to return to work. An incident of an unapproved absence results in two (2) missed attendance points. In cases of illness or personal emergency where a number of consecutive work days related to the initial illness/emergency are missed, only the first day is recorded on the cumulative missed attendance point count. Reasonable circumstances presented by the Youth Service Specialist may be considered by the Program Director.

Section 6. Lateness-Defined as not being present for the start of scheduled work. Each incident of lateness results in the recording of one (1) missed attendance point. Absence from work of more than two (2) hours will be recorded as an unapproved absence, resulting in two (2) missed attendance points recorded.

Section 7. Improper Notification- Failing to inform an immediate supervisor of an intended absence two (2) or more hours prior to the start of his/her scheduled shift. Each incident of improper notification results in four (4) missed attendance points; in addition to those for the unapproved absence, for a total of (6) missed attendance points.

A Youth Service Specialist who fails to call in or report to work for two (2) consecutive scheduled work days is deemed to have voluntarily terminated her/his employment. Reasonable circumstances presented by the Youth Service Specialist may be considered by the Program Director.

Section 8. Unapproved Holiday Absence- An incident of using an unapproved absence on the calendar day before, on or after one of the Child and Family Charities recognized holidays. An unapproved holiday absence results in the recording of (2) points for an unapproved absence, plus two (2) additional missed attendance points.

Section 9. Leaving Work Early Without Permission- Leaving the work site without permission results in further disciplinary action, in addition to the assessed missed attendance points. Four (4) missed attendance points are recorded for an unplanned, unapproved occurrence of leaving early.

Section 10. Excused Emergency Situations- Awarding of missed attendance points for incidents of the above events may be rescinded by Program Director only in the following cases:

- 1) Severe weather conditions making traveling extremely hazardous and the Director declares suspension of any attendance points associated with lateness and/or absence for that day
- 2) A medical emergency requiring hospitalization or Emergency Room/Urgent Care treatment for the Youth Service Specialist or an immediate family member, or a need to access funeral leave time

Section 11. An incident covered by the Family Medical Leave Act (FMLA) shall not result in any points being recorded.

Section 12. Missed Attendance Points and Discipline Procedures: If a Youth Service Specialist leaves a shift out of State mandated licensing and contract staffing ratios or leaves a scheduled one-to-one staffing without permission which has been deemed as a potential harm to others, management may take disciplinary action up to and including termination. For less serious cases the following disciplinary procedure applies:

Employees shall start with no points upon ratification. Points indicating incidents of missed attendance are counted and accumulated for one year from the date of hire and is reset on the anniversary month of hire.

Attendance is considered problematic and an issue for non-punitive discipline procedures at each of the following benchmarks. Absenteeism is considered a separate issue or “track” of disciplinary action and will not progress on other types of disciplinary actions the employee may receive:

<b>Cumulative Missed Attendance Points</b>	<b>Attendance Pattern</b>	<b>Discipline Procedures</b>
12 points	Attendance is outside acceptable norm	Verbal Warning
15 points	Attendance is considered problematic	Written Warning
18 points	Serious attendance problem	Suspension One (1) Day Without Pay
21 points	Attendance is cause for termination	Discharge from employment



Shift Pick-Up Incentive: For every three (3) shifts that a Youth Service Specialist picks up at the request of a supervisor for another staff calling in sick, a no call/show, or a particularly difficult to fill shift where all attempts have been made to secure coverage, the Youth Service Specialists shall have three (3) attendance points removed from their annual attendance point roster.

**ARTICLE 33**

**DURATION**

This Agreement shall become effective January 1, 2019 and continue in effect until and including December 31, 2021, and shall continue for yearly periods from year to year thereafter unless either party shall give written notice of intention to terminate, modify, or amend such contract at least sixty (60) days prior to the expiration date or yearly extended date. Either party may re-open by giving written notice at least sixty (60) days prior to January 1, 2020 for the purpose of negotiating wages, and sixty (60) days prior to January 1, 2021 for the purposes of negotiating wages.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Julie Thomasma  
Executive Director

\_\_\_\_\_  
Pamela Harry  
Chief Steward

\_\_\_\_\_  
Elizabeth Gonzalez  
Director of Administration

\_\_\_\_\_  
Naudia Fisher  
OPEIU Local Service Representative

## **Letter of Understanding**

### ANGEL HOUSE

The parties will continue to meet to discuss the rate of pay of direct care employees at Angel House and changing from the current sick leave/vacation/personal days system to a paid time off system. A change will only be made if it is by mutual agreement between the Union and the Employer.

## **Letter of Understanding**

### ANGEL HOUSE RELIEF YOUTH SERVICE SPECIALISTS

1. Relief Youth Service Specialists shall continue to be part of the bargaining unit and covered by this collective bargaining agreement.
2. Relief Youth Service Specialists employed as of May 1, 2008 shall continue to receive sick and vacation accruals. Relief Youth Service Specialists hired after May 1, 2008 shall not receive sick or vacation accruals.
3. Relief Youth Service Specialists are not eligible for floating holidays.
4. Relief Youth Service Specialists shall only receive paid time off, paid or unpaid leaves of absence or insurance benefits under this agreement when the agreement specifically calls for such benefits for relief Youth Service Specialists.
5. Since Relief Youth Service Specialists are not required to pick up any shifts, the layoff Article shall not apply to them. If a non relief Youth Service Specialist is laid off, that employee will have the option of picking up shifts prior to them being given to a relief Youth Service Specialist.
6. Article 13, Professional Growth and Development, will be conducted on an in house basis for relief Youth Service Specialists unless otherwise approved by the Employer.

**LETTER OF UNDERSTANDING**

**Between**

**CHILD AND FAMILY CHARITIES**

**and**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**LOCAL 459, AFL-CIO**

This Letter of Understanding is entered into this 26 day of October, 2016, by and between the Child and Family Charities (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 have entered into a new collective bargaining agreement, and

**Whereas**, the parties wish to modify Article 31-Caseloads to accommodate the unique needs of the current Adoption Specialist:

**Therefore, it is agreed:**

Ondrea Bernard shall have no maximum on the number of permanent wards with identified adoptive families she may be assigned up to fifteen (15). By accepting up to fifteen dual permanent ward cases, she is excluded from being assigned temporary ward Foster Care cases.

FOR THE EMPLOYER

FOR THE UNION

---

Elizabeth Gonzalez

Director of Administration

---

Laura Sandberg

Local 459 Chief Steward

---

Sue Hurlburt

Chief Steward

## **APPENDICES**

- A) Grievance Form
- B) New Hire Salary Chart
- C) Authorization for Check-Off of Dues Form
- D) Case Overage Compensation

**Child and Family Charities  
(APPENDIX B)**

CHILD AND FAMILY CHARITIES  
NEW HIRE SALARY RANGES  
EFFECTIVE: 01/01/2019

TITLE				
New Category				
<b>Child Welfare Specialist – CWTI required for position:</b>				<b>***<u>Ceiling</u></b>
<b><u>for position</u></b>				
	31,500	-	\$36,000	
\$50,000	(16.15/hr)			
<b>(+ 500 upon satisfactory completion on probationary period)</b>				<b>***<u>Ceiling for</u></b>
<b><u>Positions</u></b>				
SWI (Bachelors Required)	\$31,000	-	\$35,000	\$50,000
(25.64/hr)	(15.90hr)			
<b>(+ \$500 upon satisfactory completion of probationary period)</b>				
SWII (Masters Required)	\$34,000		\$40,000	\$55,000
(28.21/hr)	(17.43hr)			
SWIII (Master License Required)	\$36,000	-	\$42,000	\$60,000
(30.77/hr)	(18.46/hr)			
RECEPTIONIST	\$21,450		\$24,000	
\$35,000 (17.95/hr)	(11.00)			
PROGRAM ASSISTANT	\$23,400	-	\$32,000	
\$40,000 (20.51/hr)	(12.00)			

BUSINESS CLERK (23.08/hr)	\$25,500 (13.08/hr)	-	\$35,000	\$45,000
TEACHER	\$12.00		\$15.00/hr	
CHILD WELFARE ASSOCIATE	\$12.00/hr			
LIFE COACH	\$12.00/hr			
YOUTH SERVICE SPECIALIST	\$11.00	-	\$15.00/hr	
RELIEF YOUTH SERVICE SPECIALIST	\$11.00			

\*\*\* Once an employee reaches the ceiling for the position, any negotiated raise (per union contract) will be received in a lump sum payment on their base salary. Payments for the lump sum will be made within one month after the contract is signed.





**Copies to the Employee and the Union. Original will be retained by the Employer.**

**\* (Refers to Direct Care Workers at Angel House)**

Dues or contributions to the OPEIU are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid, however, may qualify as a business expense, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Co

### Management Agreement with Staff – Case Overage Compensation

The current caseload compliance standards are based on caseload weights and MDHHS has indicated that a caseload should not exceed the weight of 1.009 for each worker. The role and program held by staff are all individually defined to assist child welfare programs in balancing caseloads and maintaining compliance.

The current weighted ratios are as follows:

- Foster Care = 0.077 per case
- Adoption = 0.067 per case
- Licensing = 0.033 per case
- Supervision = 0.201 per worker

CFC recognizes that there are best interest circumstances or staffing patterns that influence overages on caseloads and will continue to honor compensation to staff. Overages will continue to be based on monthly counts regardless of how long that overage was experienced. Per policy, cases closed by court order must be closed in MiSACWIS within 30 days. CFC will continue to count closed cases as “active” for staff only up until that 30<sup>th</sup> day. After that, the case will be removed for overage consideration unless proof of the delay is not based on the worker’s performance but some uncontrolled circumstance or help desk ticket.

Management will exhaust all options to avoid overages. This may include, but is not limited to reassigning cases, give assignments to staff who have cases about to close, making assignments based on consolidation of the workload (reduce multiple workers in one foster home, geographical situations, etc.) It is the responsibility of the worker to track and claim their overage compensation.

The current weight load capacity shall not exceed 1.009 regardless of the roles and assignments given. As a result, the following weighted “ranges” will be used to calculate overages for all caseload carrying staff:

Overage Range:

- 1.010 – 1.078 = \$100
- 1.079 – 1.206 = \$200
- 1.207+ = \$300