



COMMUNITY MENTAL HEALTH AUTHORITY  
CLINTON • EATON • INGHAM



**AGREEMENT  
BETWEEN**

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

**RN UNIT**

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# ALPHABETICAL TABLE OF CONTENTS

SUBJECT	PAGE(S)
ABSENCES AND LEAVES	76
AGENCY CLOSURE FOR WEATHER	92
AGREEMENT	17
ALCOHOL TESTING	70
ALTERNATE STEWARDS	42
ARBITRATION PANEL	25
AUTOMOBILE INSURANCE REIMBURSEMENT	63
BEREAVEMENT LEAVE	82
BREAKS	59
BULLETIN BOARDS	63
BUMPING	44
CASUAL EMPLOYEES LETTER OF UNDERSTANDING	116
CASUAL EMPLOYEE, DEFINITION OF	32
CERTIFICATION/REGISTRATION/LICENSURE OF PROFESSIONAL STAFF	51
CEU'S	74
CLASSIFICATIONS	125
CLASSIFICATIONS REVIEW COMMITTEE	63
CLASSIFICATION REVIEW, OUTSIDE OF COMMITTEE	66
COMPENSATION	104
COMPENSATORY TIME	62
CONFERENCE LEAVE	79
COPY OF AGREEMENT	22
DAMAGED PROPERTY, REIMBURSEMENT FOR	67

<b>DEFERRED COMPENSATION</b>	<b>106</b>
<b>DENTAL COVERAGE</b>	<b>106</b>
<b>DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)</b>	<b>108</b>
<b>DISABILITY INSURANCE</b>	<b>102</b>
<b>DISCIPLINE AND DISCHARGE</b>	<b>41</b>
<b>DISTRIBUTION OF LONGEVITY BONUS LETTER OF UNDERSTANDING</b>	<b>112</b>
<b>DIVERSITY INITIATIVE</b>	<b>22</b>
<b>DROPPING/ADDING HOURS TO AN EXISTING POSITION</b>	<b>40</b>
<b>DRUG AND ALCOHOL TESTING</b>	<b>70</b>
<b>DUES</b>	<b>19</b>
<b>EDUCATIONAL LEAVE</b>	<b>78</b>
<b>EMPLOYMENT STATUS, DEFINITION OF</b>	<b>32</b>
<b>EVALUATIONS</b>	<b>50</b>
<b>FAMILY MEDICAL LEAVE ACT (FMLA)</b>	<b>80</b>
<b>FAMILIES FORWARD CRISIS RESIDENTIAL RN ON-CALL</b>	<b>54</b>
<b>FITNESS FOR DUTY (MEDICAL EXAMS)</b>	<b>70</b>
<b>FULL-TIME EMPLOYEE, DEFINITION OF</b>	<b>32</b>
<b>GRIEVANCE PROCEDURE</b>	<b>23</b>
<b>HARASSMENT, UNLAWFUL</b>	<b>30</b>
<b>HEALTH CARE BUY OUT</b>	<b>99</b>
<b>HEALTH CARE COVERAGE</b>	<b>93</b>
<b>HOLIDAYS AND HOLIDAY PAY</b>	<b>84</b>
<b>HOUR PAID SYSTEM LETTER OF UNDERSTANDING</b>	<b>113</b>
<b>HOURS, WORKING</b>	<b>59</b>
<b>ILLNESS IN IMMEDIATE FAMILY LEAVE, PROLONGED</b>	<b>78</b>
<b>ILLNESS LEAVE</b>	<b>78</b>

<b>ILLNESS LEAVE BANK</b>	<b>88</b>
<b>JOB SECURITY LETTER OF UNDERSTANDING</b>	<b>120</b>
<b>JOB DESCRIPTION</b>	<b>53</b>
<b>JOB SHARING</b>	<b>57</b>
<b>JOB POSTINGS</b>	<b>36</b>
<b>JURY DUTY</b>	<b>83</b>
<b>LABOR/MANAGEMENT COMMITTEES</b>	<b>68</b>
<b>LAYOFF AND RECALL</b>	<b>43</b>
<b>LAYOFFS, VOLUNTARY</b>	<b>46</b>
<b>LEAVES OF ABSENCES</b>	<b>76</b>
<b>LIABILITY INSURANCE</b>	<b>67</b>
<b>LIFE INSURANCE</b>	<b>93</b>
<b>LONG-TERM DISABILITY INSURANCE</b>	<b>102</b>
<b>LONGEVITY BONUS, DISTRIBUTION OF LETTER OF UNDERSTANDING</b>	<b>112</b>
<b>LONGEVITY</b>	<b>103</b>
<b>LONGEVITY BONUSES, TAXES ON</b>	<b>109</b>
<b>LOSS OF SENIORITY</b>	<b>27</b>
<b>LUNCH</b>	<b>59</b>
<b>MANAGEMENT RIGHTS</b>	<b>18</b>
<b>MANAGEMENT SECURITY</b>	<b>18</b>
<b>MATERNITY LEAVE</b>	<b>79</b>
<b>MEALS AND OTHER EXPENSES REIMBURSEMENT</b>	<b>63</b>
<b>MEDICAL EXAMS</b>	<b>70</b>
<b>MEDICAL FLEXIBLE SPENDING ACCOUNT</b>	<b>100</b>
<b>MERS PLAN</b>	<b>102</b>
<b>MISCELLANEOUS</b>	<b>110</b>

<b>MILEAGE</b>	<b>62</b>
<b>NEPOTISM LETTER OF UNDERSTANDING</b>	<b>118</b>
<b>NEW JOBS, RATES OF</b>	<b>40</b>
<b>NEWLY CREATED POSITIONS</b>	<b>35</b>
<b>NON-DISCRIMINATION</b>	<b>22</b>
<b>NURSING CEU'S</b>	<b>74</b>
<b>ON-CALL, RN</b>	<b>53</b>
<b>OPTICAL COVERAGE</b>	<b>107</b>
<b>OUTSIDE CONDUCT LETTER OF UNDERSTANDING</b>	<b>124</b>
<b>OVERTIME</b>	<b>61</b>
<b>PAID TIME OFF</b>	<b>86</b>
<b>PARENTAL LEAVE</b>	<b>80</b>
<b>PART-TIME EMPLOYEE, DEFINITION OF</b>	<b>32</b>
<b>PENSION</b>	<b>102</b>
<b>PERFORMANCE EXPECTATIONS</b>	<b>51</b>
<b>PERSONAL LEAVE WITH PAY</b>	<b>90</b>
<b>PERSONAL LEAVE WITHOUT PAY</b>	<b>79</b>
<b>PERSONNEL FILE</b>	<b>50</b>
<b>PRIVATIZING SERVICES LETTER OF UNDERSTANDING</b>	<b>122</b>
<b>PROBATIONARY PERIOD</b>	<b>33</b>
<b>PROFESSIONAL LIABILITY INSURANCE</b>	<b>67</b>
<b>PROGRAMS</b>	<b>30</b>
<b>PTO</b>	<b>86</b>
<b>RATES OF NEW JOBS</b>	<b>40</b>
<b>RECALL PROCEDURE</b>	<b>45</b>
<b>RECLASSIFICATION REQUESTS</b>	<b>63</b>
<b>RECOGNITION</b>	<b>17</b>

<b>REGISTRATION/LICENSURE/CERTIFICATION OF PROFESSIONAL STAFF</b>	<b>51</b>
<b>REIMBURSEMENT FOR DAMAGED PROPERTY</b>	<b>67</b>
<b>RELEASE TIME FOR UNION BUSINESS</b>	<b>52</b>
<b>RETIREE HEALTH CARE</b>	<b>101</b>
<b>RETIREMENT</b>	<b>102</b>
<b>RN ON-CALL</b>	<b>53</b>
<b>SABBATICAL LEAVE</b>	<b>80</b>
<b>SAFETY COMMITTEE</b>	<b>68</b>
<b>SCHEDULING, RELIEF HOURS</b>	<b>69</b>
<b>SENIOR POSITIONS</b>	<b>56</b>
<b>SENIORITY, TIE BREAKER</b>	<b>27</b>
<b>SENIORITY LIST</b>	<b>27</b>
<b>SENIORITY, LOSS OF</b>	<b>27</b>
<b>SENIORITY</b>	<b>26</b>
<b>SHIFT DIFFERENTIAL</b>	<b>108</b>
<b>SHORT-TERM DISABILITY INSURANCE</b>	<b>102</b>
<b>SPECIAL PART-TIME EMPLOYEE, DEFINITION OF</b>	<b>32</b>
<b>SPECIAL CONFERENCES</b>	<b>28</b>
<b>STEP INCREASES</b>	<b>106</b>
<b>STEWARDS AND ALTERNATE STEWARDS</b>	<b>42</b>
<b>STUDENT DEBT RELIEF SCHOLARSHIP</b>	<b>109</b>
<b>SUBCONTRACTING</b>	<b>34</b>
<b>SUCCESSOR CLAUSE</b>	<b>110</b>
<b>SUPPLEMENTAL INSURANCE</b>	<b>109</b>
<b>TEMPORARY EMPLOYEE, DEFINITION OF</b>	<b>32</b>
<b>TEMPORARY ASSIGNMENT</b>	<b>40</b>

<b>TERMINATION AND MODIFICATION</b>	<b>111</b>
<b>TRANSFER IN LIEU OF LAY OFF</b>	<b>44</b>
<b>TRANSFERS</b>	<b>47</b>
<b>TRAVEL ALLOWANCE</b>	<b>62</b>
<b>TREATMENT DECISIONS, APPEALING</b>	<b>29</b>
<b>TRIAL PERIOD</b>	<b>37</b>
<b>TRIPS WITH CONSUMERS</b>	<b>67</b>
<b>UNION SECURITY</b>	<b>18</b>
<b>UNION LEAVE</b>	<b>78</b>
<b>UNION DUES</b>	<b>19</b>
<b>UNLAWFUL HARASSMENT</b>	<b>30</b>
<b>VACANCIES</b>	<b>35</b>
<b>VETERANS</b>	<b>49</b>
<b>VOLUNTARY UNPAID LEAVE</b>	<b>81</b>
<b>WAGES - EFFECTIVE 10/01/23</b>	<b>126</b>
<b>WORKER'S COMPENSATION LEAVE</b>	<b>79</b>
<b>WORKERS COMPENSATION WAITING PERIOD WHEN INJURED BY A CMH CLIENT</b>	<b>91</b>
<b>WORKING HOURS</b>	<b>59</b>
<b>WRITTEN AGREEMENTS</b>	<b>22</b>

Table of Contents

**SECTION 1**  
**BASIC CONTRACTUAL PROVISIONS**

1.1 AGREEMENT ..... 17

1.2 RECOGNITION ..... 17

1.3 MANAGEMENT RIGHTS ..... 18

    A. Reserved Rights ..... 18

    B. Rights Retained..... 18

    C. Rules and Regulations..... 18

1.4 MANAGEMENT SECURITY ..... 18

    A. No Strike ..... 18

    B. No Lockout ..... 18

1.5 UNION SECURITY ..... 18

    A. Resignation of Membership..... 19

    B. Extent of Representation..... 19

    C. Michigan Public Act 349 ..... 19

1.6 UNION DUES ..... 19

    A. Payment by Check-off ..... 19

    B. Check-off Forms ..... 19

    C. When Deductions Begin ..... 20

    D. Remittance of Dues to Financial Officer ..... 20

    E. Additions and Separations ..... 21

    F. Delinquent Dues or Service Fee ..... 21

    G. Disputes Concerning Payment of Dues or Service Fee Membership..... 21

    H. Indemnification..... 21

    I. Collection..... 21

    J. Changes..... 21

    K. New Hire Orientation..... 21

1.7 WRITTEN AGREEMENTS..... 22

    A. Binding Agreements ..... 22

    B. Conflicting Agreements ..... 22

    C. Copy of Agreement..... 22

1.8 NON-DISCRIMINATION ..... 22

    A. Employer Non-Discrimination..... 22

    B. Union Non-Discrimination ..... 22

    C. Diversity Initiative ..... 22

1.9 GRIEVANCE PROCEDURE..... 23

    A. Purpose..... 23

    B. Definitions..... 23

    C. Procedure ..... 23

    D. Steps in the Grievance Procedure ..... 24

1.10 SENIORITY ..... 26

    A. Definitions..... 26

    B. Seniority After Probation..... 26

    C. Seniority Upon Return to Unit..... 27

D.	<u>Transfer Seniority</u> .....	27
E.	<u>Returning to Unit</u> .....	27
1.11	SENIORITY LIST .....	27
A.	<u>List</u> .....	27
B.	<u>Update</u> .....	27
C.	<u>Newly Hired/Terminated Employees</u> .....	27
D.	<u>Tie Breaker</u> .....	27
1.12	LOSS OF SENIORITY/EMPLOYMENT .....	27
1.13	SPECIAL CONFERENCES .....	28
A.	<u>Arrangement</u> .....	28
B.	<u>Purpose</u> .....	29
C.	<u>Preliminary Meetings</u> .....	29
D.	<u>Pay</u> .....	29
1.14	TREATMENT DECISIONS .....	29
A.	<u>Procedure</u> .....	29
B.	<u>Non-Acute Pathway</u> .....	29
C.	<u>Acute or Expedited Pathway</u> .....	30
1.15	PROGRAMS.....	30
1.16	UNLAWFUL HARASSMENT .....	30

**SECTION 2**

**EMPLOYMENT RELATIONSHIPS**

2.1	DEFINITION OF EMPLOYMENT STATUS .....	32
A.	<u>Definitions</u> .....	32
1.	<u>Regular Full-Time Employees</u> .....	32
2.	<u>Regular Part-Time Employee</u> .....	32
3.	<u>Special Part-Time Employee</u> .....	32
4.	<u>Casual Employee</u> .....	32
5.	<u>Temporary Employee</u> .....	32
B.	<u>Probationary Period</u> .....	33
2.2	SUBCONTRACTING CLAUSE.....	34
A.	<u>Subcontracting</u> .....	34
B.	<u>Meeting</u> .....	34
C.	<u>Eliminated Positions</u> .....	34
D.	<u>New Services</u> .....	35
2.3	VACANCIES AND NEWLY CREATED POSITIONS.....	35
A.	<u>Filling Job Vacancies</u> .....	35
B.	<u>Employees Excluded</u> .....	36
C.	<u>Qualifications</u> .....	36
D.	<u>Job Postings</u> .....	36
E.	<u>Unit Applicant Interviews</u> .....	37
F.	<u>Reasons Not Selected</u> .....	37
G.	<u>Trial Period</u> .....	37
H.	<u>Return to Union</u> .....	38
I.	<u>Relevant Degrees</u> .....	38
J.	<u>Grievances</u> .....	39

K.	<u>Number of Positions</u> .....	39
L.	<u>Trial Period In Positions Outside Of This Bargaining Unit</u> .....	39
M.	<u>Dropping/Adding Hours to an Existing Position</u> .....	40
2.4	RATES OF NEW JOBS .....	40
2.5	TEMPORARY ASSIGNMENTS.....	40
A.	<u>Selection</u> .....	40
B.	<u>Payment</u> .....	40
C.	<u>Conversion to Regular</u> .....	40
D.	<u>Working Increased Hours</u> .....	41
2.6	DISCHARGE AND DISCIPLINE .....	41
A.	<u>Imposing Discipline</u> .....	41
B.	<u>Discharge Grievances</u> .....	41
C.	<u>Prior Infractions</u> .....	41
D.	<u>Falsification of Data</u> .....	41
E.	<u>Probationary Employees</u> .....	42
F.	<u>Time Off</u> .....	42
G.	<u>Suspension for Investigation</u> .....	42
2.7	STEWARDS AND ALTERNATE STEWARDS .....	42
A.	<u>Number of Stewards</u> .....	42
B.	<u>Steward List</u> .....	43
C.	<u>Release Time</u> .....	43
2.8	LAYOFF AND RECALL.....	43
A.	<u>Layoff Definition</u> .....	43
B.	<u>Definitions</u> .....	43
C.	<u>Layoff Procedure</u> .....	43
D.	<u>Notice</u> .....	44
E.	<u>Bumping</u> .....	44
F.	<u>Recall Procedure</u> .....	45
G.	<u>Benefits</u> .....	46
H.	<u>Paid Time Off</u> .....	46
I.	<u>Voluntary Layoffs</u> .....	46
J.	<u>Unpaid Furloughs</u> .....	47
K.	<u>Layoff Method</u> .....	47
L.	<u>Stewards/Executive Board Members</u> .....	47
M.	<u>Grievances</u> .....	47
N.	<u>Reduction of Hours Which Changes Eligibility for Health Care</u> <u>Coverage</u> .....	47
2.9	TRANSFERS.....	47
A.	<u>Temporary Inter Sub-Unit</u> .....	47
B.	<u>Transfer of Operations</u> .....	49
C.	<u>Refusal of Transfer</u> .....	49
2.10	VETERANS.....	49
A.	<u>Re-Employment Rights</u> .....	49
B.	<u>Reserve/National Guard</u> .....	49
2.11	EVALUATION, FILES AND RECORDS.....	49
A.	<u>Responsibility</u> .....	49

B.	<u>Procedure</u> .....	50
C.	<u>Copies/Objections</u> .....	50
D.	<u>Personnel File</u> .....	50
E.	<u>Evaluation Content</u> .....	50
F.	<u>Removal of Information</u> .....	51
G.	<u>Documented Counseling</u> .....	51
2.12	CERTIFICATION/REGISTRATION/LICENSURE OF PROFESSIONAL STAFF.....	51
A.	<u>Requirements</u> .....	51
B.	<u>Reimbursement</u> .....	51
2.13	PERFORMANCE EXPECTATIONS .....	51
A.	<u>Committee</u> .....	51
B.	<u>Expectation Changes</u> .....	52
C.	<u>Grievances</u> .....	52
2.14	RELEASE TIME FOR UNION BUSINESS.....	52
A.	<u>Release Time</u> .....	52
B.	<u>Notification</u> .....	52
C.	<u>Schedule Adjustments</u> .....	52
2.15	JOB DESCRIPTION .....	53
2.16	RN ON-CALL .....	53
2.17	FAMILIES FORWARD CRISIS RESIDENTIAL RN ON CALL .....	54
2.18	SENIOR POSITIONS.....	56
A.	<u>Filling Senior Positions</u> .....	56
B.	<u>Senior Duties</u> .....	56
2.19	JOB SHARING.....	57
A.	<u>Definition</u> .....	57
B.	<u>Applications</u> .....	57
C.	<u>Job Share Plan</u> .....	57
D.	<u>Employer Evaluations</u> .....	57
E.	<u>Employee Reversion</u> .....	57
F.	<u>Partial Vacancy</u> .....	57
G.	<u>Vacancy</u> .....	58
H.	<u>Fringe Benefits</u> .....	58
I.	<u>Posting</u> .....	58
2.20	PROGRAM EVALUATIONS.....	58

**SECTION 3**  
**WORKING CONDITIONS**

3.1	WORKING HOURS.....	59
A.	<u>Regular Work Week</u> .....	59
B.	<u>Lunch</u> .....	59
C.	<u>Breaks</u> .....	59
D.	<u>Minimum Hours</u> .....	59
E.	<u>Flexible Work Hours</u> .....	59

E.	<u>Remote Work Hours</u> .....	61
3.2	<b>OVERTIME FOR EMPLOYEES</b> .....	61
A.	<u>Non-Exempt</u> .....	61
B.	<u>Exempt</u> .....	61
C.	<u>Non-Exempt – 27/7 Program</u> .....	61
D.	<u>Exempt – 24/7 Program</u> .....	61
E.	<u>Approval</u> .....	62
F.	<u>Compensatory Time</u> .....	62
3.3	<b>TRAVEL ALLOWANCE</b> .....	62
A.	<u>Mileage Allowance</u> .....	62
B.	<u>Meals and Other Expenses</u> .....	63
3.4	<b>AUTOMOBILE INSURANCE REIMBURSEMENT</b> .....	63
3.5	<b>BULLETIN BOARDS</b> .....	63
3.6	<b>CLASSIFICATIONS REVIEW COMMITTEE</b> .....	63
3.7	<b>CLASSIFICATION REVIEW - OUTSIDE OF COMMITTEE</b> .....	66
3.8	<b>REIMBURSEMENT FOR DAMAGED PROPERTY</b> .....	67
A.	<u>Personal Property</u> .....	67
B.	<u>Cars</u> .....	67
3.9	<b>PROFESSIONAL LIABILITY INSURANCE</b> .....	67
3.10	<b>TRIPS WITH CONSUMERS</b> .....	67
A.	<u>Volunteers</u> .....	68
B.	<u>Pay</u> .....	68
C.	<u>Meals</u> .....	68
D.	<u>Expenses</u> .....	68
E.	<u>Alternate Worksite</u> .....	68
3.11	<b>LABOR/MANAGEMENT COMMITTEES</b> .....	68
A.	<u>Safety and Health Committee</u> .....	68
B.	<u>Budget Development Advisory Group (BDAG)</u> .....	68
C.	<u>Health Care Committee (HCC)</u> .....	69
3.12	<b>SCHEDULING, RELIEF HOURS</b> .....	69
A.	<u>Relief Hours</u> .....	69
B.	<u>Temporary Assignment Distribution</u> .....	69
3.13	<b>MEDICAL EXAMS</b> .....	70
A.	<u>Application</u> .....	70
B.	<u>Medical Exams</u> .....	70
C.	<u>Disputes</u> .....	70
3.14	<b>DRUG AND ALCOHOL TESTING</b> .....	70
3.15	<b>NURSING CEU'S</b> .....	74
A.	<u>Nursing CEU's</u> .....	74
B.	<u>Unspent CEU Funds</u> .....	75
C.	<u>Accessing Funds</u> .....	75

**SECTION 4**  
**ABSENCES AND LEAVES**

4.1	<b>ABSENCES AND LEAVES</b> .....	76
A.	<u>Leaves of Absences</u> .....	76

B.	<u>Termination of Leave</u> .....	77
C.	<u>Return to Employment</u> .....	77
D.	<u>Unpaid Leaves</u> .....	78
E.	<u>Maternity Leave</u> .....	79
F.	<u>Personal Leave (without pay)</u> .....	79
G.	<u>Conference Leave</u> .....	79
H.	<u>Parental Leave</u> .....	80
4.2	FAMILY MEDICAL LEAVE ACT.....	80
4.3	SABBATICAL LEAVE .....	80
A.	<u>Requests</u> .....	80
B.	<u>Length of Leave</u> .....	80
C.	<u>Purposes</u> .....	80
D.	<u>Compensation</u> .....	81
E.	<u>Seniority</u> .....	81
F.	<u>Replacement Employees</u> .....	81
G.	<u>Return from Leave</u> .....	81
H.	<u>Number of Leaves Approved</u> .....	81
I.	<u>Approval Priority</u> .....	81
J.	<u>Fringe Benefits</u> .....	81
4.4	VOLUNTARY UNPAID LEAVE PROGRAM.....	81
A.	<u>Dollar Savings</u> .....	82
B.	<u>Leaves Permissive</u> .....	82
C.	<u>Approvals</u> .....	82
D.	<u>Accumulations</u> .....	82
E.	<u>Overlapping Requests</u> .....	82
F.	<u>Duration</u> .....	82
G.	<u>Increments</u> .....	82
H.	<u>Human Resource Department</u> .....	82
I.	<u>Examples of Types of Requests that Might Be Submitted</u> .....	82
J.	<u>Form</u> .....	82
4.5	BEREAVEMENT LEAVE.....	82
A.	<u>Immediate Family</u> .....	83
B.	<u>Other Family</u> .....	83
C.	<u>Other Eligible Individual</u> .....	83
D.	<u>Employee Pall Bearer</u> .....	83
E.	<u>Union President</u> .....	83
F.	<u>"Step" Relationships</u> .....	83
G.	<u>Consumer Funerals</u> .....	83
4.6	JURY DUTY .....	83
4.7	HOLIDAYS AND HOLIDAY PAY .....	84
A.	<u>Holidays Observed</u> .....	84
B.	<u>Observed Holidays Not Worked</u> .....	84
C.	<u>Weekends</u> .....	85
D.	<u>Vacations</u> .....	85
E.	<u>Holidays Worked</u> .....	85
F.	<u>Eligibility</u> .....	85

G.	<u>Weekend Programs</u> .....	85
H.	<u>Special Part-Time Employees</u> .....	85
I.	<u>Co-Locations</u> .....	86
4.8	PAID TIME OFF .....	86
A.	<u>Hours Earned</u> .....	86
B.	<u>Use</u> .....	87
C.	<u>Rate of Pay</u> .....	87
D.	<u>Scheduled Time Off</u> .....	87
E.	<u>Unscheduled Time Off</u> .....	87
F.	<u>Accumulation and Carry-Over</u> .....	88
G.	<u>Paid Time Off Buy-Out</u> .....	88
H.	<u>Paid Time Off Donations</u> .....	88
I.	<u>Termination</u> .....	90
J.	<u>Prior Sick Leave Account</u> .....	90
4.9	PERSONAL LEAVE WITH PAY .....	90
4.10	WORKERS COMPENSATION WAITING PERIOD WHEN INJURED BY A CMH CLIENT .....	91
A.	<u>Advancing PTO Leave</u> .....	91
B.	<u>Free Paid Days Off</u> .....	91
4.11	AGENCY CLOSURE FOR WEATHER .....	92

**SECTION 5**  
**COMPENSATION AND BENEFITS**

5.1	LIFE INSURANCE COVERAGE .....	93
A.	<u>Full-time Employees</u> .....	93
B.	<u>Part-time Employees</u> .....	93
C.	<u>Salary Figure</u> .....	93
D.	<u>Effective Date</u> .....	93
E.	<u>Supplemental Insurance</u> .....	93
5.2	HEALTH CARE COVERAGE .....	93
A.	<u>Plans</u> .....	93
B.	<u>Premiums</u> .....	94
C.	<u>Part-Time Employees</u> .....	96
D.	<u>Special Part-Time Employees</u> .....	99
E.	<u>Health Care Buy Out</u> .....	99
F.	<u>Health Care Buy Down</u> .....	100
G.	<u>Medical Flexible Spending Account</u> .....	100
5.3	RETIREE HEALTH CARE .....	101
A.	<u>Retiree Health Insurance</u> .....	101
B.	<u>Accessing Benefits</u> .....	101
C.	<u>Funding</u> .....	102
5.4	DISABILITY INSURANCE .....	102
5.5	RETIREMENT .....	102
A.	<u>MERS Plan</u> .....	102
B.	<u>Cost</u> .....	102
C.	<u>Other Plans</u> .....	102

5.6 LONGEVITY .....	103
A. <u>Computation</u> .....	103
B. <u>Employment Date</u> .....	103
C. <u>Payment</u> .....	103
D. <u>Eligibility</u> .....	103
E. <u>Retirement</u> .....	103
F. <u>Terminations</u> .....	103
G. <u>Schedule</u> .....	103
H. <u>Transfers</u> .....	104
5.7 COMPENSATION .....	104
A. <u>Salary Schedule</u> .....	104
B. <u>Reclassifications</u> .....	104
C. <u>Working in Higher Classification</u> .....	104
D. <u>Retroactive Effect</u> .....	105
E. <u>Initial Step Level</u> .....	105
F. <u>Steps</u> .....	105
G. <u>Demotion</u> .....	106
H. <u>Classification Changes</u> .....	106
I. <u>Pro-Rated Salary</u> .....	106
J. <u>Date of Step Increases</u> .....	106
5.8 DEFERRED COMPENSATION.....	106
5.9 DENTAL COVERAGE.....	106
A. <u>Premium</u> .....	106
C. <u>Part-Time Employees</u> .....	107
D. <u>Full-Time to Part-Time</u> .....	107
E. <u>Dental Buy-Out</u> .....	107
F. <u>Retiree Benefit</u> .....	107
5.10 OPTICAL COVERAGE.....	107
A. <u>Premiums</u> .....	107
B. <u>Substitutions</u> .....	107
C. <u>Part-Time Employees</u> .....	107
D. <u>Full-Time Employees</u> .....	108
E. <u>Retiree Benefit</u> .....	108
5.11 DEPENDENT CARE ASSISTANCE PROGRAM (DCAP).....	108
A. <u>Plan</u> .....	108
B. <u>Plan Continuation</u> .....	108
C. <u>Funds</u> .....	108
5.12 SHIFT DIFFERENTIAL .....	108
A. <u>Shift Differentials</u> .....	108
B. <u>Hours Eligible</u> .....	108
5.13 TAXES ON LONGEVITY BONUSES.....	109
5.14 SUPPLEMENTAL INSURANCE.....	109
5.15 STUDENT DEBT RELIEF SCHOLARSHIP .....	109

**SECTION 6**  
**MISCELLANEOUS**

6.1 MISCELLANEOUS .....	110
A. <u>Successor Clause</u> .....	110
B. <u>Headings</u> .....	110
C. <u>Legality</u> .....	110
D. <u>Savings Clause</u> .....	110

**SECTION 7**  
**TERMINATION AND MODIFICATION**

7.1 TERMINATION AND MODIFICATION.....	111
A. <u>Term</u> .....	111
B. <u>Notice</u> .....	111
C. <u>Continuation</u> .....	111
D. <u>Expiration</u> .....	111
E. <u>Amendments</u> .....	111
F. <u>Mail</u> .....	111

APPENDIX A Distribution of Longevity Bonus.....	112
APPENDIX B Hours Paid System .....	113
APPENDIX C Casual Employees .....	116
APPENDIX D Nepotism .....	118
APPENDIX E Job Security .....	120
APPENDIX F Privatizing Services .....	122
APPENDIX G Outside Conduct.....	124
ATTACHMENT 1 – RN Union Classifications.....	125
ATTACHMENT 2 – Salary Schedule effective 10/01/23.....	126
ATTACHMENT 6 – Dues Deduction Form .....	127

## **SECTION 1**

### **BASIC CONTRACTUAL PROVISIONS**

#### **1.1 AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of October 2023, between the COMMUNITY MENTAL HEALTH AUTHORITY, CLINTON, EATON AND INGHAM COUNTIES (hereinafter referred to as the "Employer") and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 459, AFL-CIO (hereinafter referred to as the "Union").

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

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

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

#### **1.2 RECOGNITION**

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

All regular full and part-time and special part-time Licensed Practical Nurses, Nurse Practitioners, RN Medication Clinic Managers, Registered Nurse Care Managers, and Registered Nurses, EXCLUDING: All Directors, Associate Directors, Administrators, Volunteers, Confidential and Supervisory Employees, and all casual employees [employees normally expected to work less than twenty-five (25) hours per two (2) week pay period as defined in Section 2.1] and all other employees.

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

### **1.3 MANAGEMENT RIGHTS**

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

### **1.4 MANAGEMENT SECURITY**

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

### **1.5 UNION SECURITY**

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

- A. Resignation of membership. Resignation of membership does not relieve an employee of any obligation to continue to pay dues to the Union until such time the employee revokes authorization for deductions in accordance with the restrictions below.

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

## **1.6 UNION DUES**

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

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

- B. Check-off Forms. During the life of this Agreement, and in accordance with the terms of the Form of Authorization of Check-off of Dues or Service Fee, the Employer agrees to deduct Union Membership Dues or Service Fee levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues or Service Fee form. If the form is not properly completed, the Finance Department shall return the form to the Union's President promptly with the reasons therefore. No deduction shall be made until a properly completed form is received. Such form shall be effective with the first full pay period following receipt of the form.

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

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

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

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

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

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

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

- C. When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues or Service Fee forms shall become effective with the first full pay period following authorization or upon completion of probation whichever is later. Dues or service fees shall be deducted from each pay. Monthly dues or service fees shall be converted to a per pay period amount.
- D. Remittance of Dues to Financial Officer. Deductions for each payroll shall be remitted to such address designated to the designated financial officer of the Office and Professional Employees International Union, Local 459, with a list of names of all employees for whom deductions have been made no later than five (5) calendar days following each payroll in which they were deducted. The Employer will attempt to remit deductions to the Union by five (5) calendar days following the date that deductions are made. The remittance will be deemed correct if the Union does not give written notice to the Payroll/Benefits Department within one (1) calendar week after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- E. Additions and Separations. The Employer shall notify the Financial Officer of the Union of the names and addresses of employees who, through a change in their employment status or other circumstances, are no longer subject to deductions and further advise said Financial

Officer by submission of a list of all new hires since the date of submission of the previous pay period's remittance of dues.

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

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

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

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

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

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


- J. Changes. Any changes in the Dues or Service Fee amounts will be provided by the Union, in writing, to the Chief Human Resources Officer with a copy to the Finance Department at least thirty (30) days prior to implementation.

- K. New Hire Orientation. The Union shall be allowed to make a presentation to new employees who are part of the bargaining unit covered by this Agreement during the new hire orientation for no less than a fifteen (15) minute period. The Union may provide new employees a Voluntary Application for Membership and Authorization for Check-Off of Dues or Service Fee Form. If requested by the Union, the Employer will include for new employees an Authorization for Check-Off of Dues or Service Fee Form with the other forms that are provided (e.g., W-4 forms, insurance enrollment forms, etc.).

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

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

### **1.7 WRITTEN AGREEMENTS**

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

### **1.8 NON-DISCRIMINATION**

- A. Employer Non-Discrimination. The Employer agrees to provide Equal Employment Opportunities to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, sex, age, marital status, religion, height, weight, national origin, sexual orientation, gender identity, political affiliation, or handicap which is unrelated to the individual's ability to perform, with or without accommodations, the duties of a particular job or position. In addition, the Employer agrees to post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- B. Union Non-Discrimination. The Union agrees that with regard to membership and Union activities, it will not discriminate because of race, color, sex, age, marital status, religion, height, weight, national origin, sexual orientation, gender identity, political affiliation, or handicap which is unrelated to the individual's ability to perform, with or without accommodations, the duties of a particular job or position.
- C. Diversity Initiative. The Employer shall have a diversity initiative. A Joint Committee shall be established to work on the diversity initiative. The Union shall appoint three (3) persons to this Committee. Employees serving on the Committee shall be paid for any time spent during their normal work schedule attending diversity initiative Joint Committee meetings.

## **1.9 GRIEVANCE PROCEDURE**

- A. Purpose. The purpose of the Grievance Procedure set forth in this Section is to provide an orderly procedure for settling disputes concerning the application and/or interpretation of this Agreement.
- B. Definitions.
1. A "Grievance" is defined as an alleged violation of a specific provision of this Agreement, its interpretation or uniform application for all Bargaining Unit employees.
  2. The term "Employee" may include an individual or group covered by this Agreement, and may involve a "Class Action" general Grievance.
  3. The term "days" shall mean Monday through Friday inclusive, excluding all holidays recognized in this Agreement.
  4. The "Grievant" is the employee or employees making the claim of a violation of this Agreement.
  5. Any general Grievance involving a class action will spell out the specific liability to the Employer as sought by the Union. Any and all liability will be limited thereto.
- C. Procedure.
1. The time limits provided in this Section (1.9) are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be waived at any step by mutual agreement between the Union and the Chief Human Resources Officer, or their designee. Such agreement shall be in writing and the extent of such waiver specified.
  2. No Grievance shall be considered if it is not submitted, in writing, within ten (10) days from the date of its occurrence, or knowledge of its occurrence.
  3. Any Grievance not answered within the time limits, by the Employer, shall automatically be referred to the next step in the Grievance Procedure, provided written notice has been given by the Union that the Grievance has moved to the next step.
  4. Any Grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
  5. Any Grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation.

6. A copy of the Grievance response shall be submitted to the Chief Human Resources Officer or their designee, at each step of the process.
7. A Grievance shall not be considered unless submitted or appealed specifically by the Union within the time limits specified. Therefore, individual or group Grievances without written Union representation shall not be considered.
8. Any step in the Grievance Procedure may be waived upon the written mutual agreement of the Union and the Chief Human Resources Officer.
9. During Steps 1 and 2, the Grievant(s) may be represented by no more than two (2) Union representatives, only one (1) of which may be a Union representative employed by the Board. During Steps 1 and 2, the Employer may be represented by no more than two (2) Management representatives, in addition to the Supervisor and Program Director. Beginning with Step 3 and for the remainder of the Grievance process the Grievant(s) may be represented by no more than one (1) Union representative employed by the Community Mental Health Authority.

D. Steps in the Grievance Procedure:

1. An employee shall discuss the Grievance with their immediate supervisor as soon as possible after the occurrence of the event giving rise to the Grievance. (Should the Grievance arise out of a bid for another internal position, the employee shall have met the first step requirements if they discuss their concerns with either the hiring Coordinator or Supervisor, or the Human Resources Department.) If the employee, after discussing the Grievance with their immediate supervisor, still believes a violation exists they shall submit a written Grievance within ten (10) days of the occurrence or knowledge of the occurrence of the event causing the Grievance. The Grievance form shall be in duplicate with one copy going to the supervisor and the other staying with the Grievant. The written Grievance must be delivered to the supervisor within the above time limit. The supervisor must respond in writing to the Grievance within five (5) days after receipt of the written grievance.
2. If the Grievance is not resolved at Step 1, the employee may submit the Grievance in writing to the Program Director, within five (5) days after receipt of the response from the Supervisor. The Program Director shall meet with the Grievant and their representative in an effort to settle the grievance within five (5) days of receipt of the Grievance. The Program Director shall respond in writing within five (5) days after this meeting.
3. If the Grievance is not resolved at Step 2, the employee may submit the Grievance, in writing, to the Chief Human Resources Officer, or their designee, within five (5) days after receipt of the response from the Program Director. The Chief Human Resources Officer, or their designee, shall meet with the Grievant and their representatives in an effort to settle the Grievance within five (5) days of receipt of

the Grievance. Within five (5) days of this meeting, the Chief Human Resources Officer, or their designee, shall respond, in writing, with their disposition of the Grievance.

4. If the Grievance is not resolved at Step 3, the employee may submit the Grievance, in writing, to the Human Resources Committee of the Community Mental Health Authority within five (5) working days of the Chief Human Resources Officer's response. A copy shall be submitted to the Chief Human Resources Officer. The Human Resources Committee, at its next regularly scheduled meeting, shall meet with the Grievant and their representatives in an effort to resolve the Grievance. Within five (5) days of this meeting the Human Resources Committee shall respond, in writing, with their disposition of the Grievance.
5. If the Grievance is not satisfactorily resolved at Step 4 and the Union wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the response in Step 4, file a Demand for Arbitration with the Employer.
  - a. Arbitration Panel. The Union and the Employer agree to maintain an arbitration panel consisting of four (4) mutually agreed upon arbitrators for the purpose of hearing all grievance arbitration cases brought under this provision. For the initial term of the Agreement the four (4) arbitrators shall be agreed to prior to the signing of the Collective Bargaining Agreement and shall be included in a separate letter of understanding.

Each arbitrator on the panel shall be assigned a grievance arbitration on an alternating basis, beginning with the first arbitrator on the list. If an arbitrator on the panel is not able to hear a Grievance arbitration case as prescribed in this Agreement, the next arbitrator on the list of arbitrators shall be assigned the case.

If all such Arbitrators on the list are unable to hear the case, the case shall be assigned to an Arbitrator through the American Arbitration Association. The arbitration panel shall remain in effect for a period of six (6) months. Either party may remove a name from the list with a written notice to the other party at least ten (10) days prior to the expiration of such six (6) month period. An arbitrator who is removed from the arbitration panel shall be replaced by an arbitrator mutually selected by the Employer and the Union. If no notice is given, the list will continue for successive six (6) month periods. The proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

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

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

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

## **1.10 SENIORITY**

### A. Definitions.

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

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

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

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

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

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

### **1.11 SENIORITY LIST**

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

### **1.12 LOSS OF SENIORITY/EMPLOYMENT**

Employees shall lose their job and seniority for any of the following reasons:

- A. Employees shall lose their job and seniority for any of the following reasons:
  - 1. Resignation.
  - 2. If discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - 3. Retirement.
  - 4. Have been laid off for a period of time equal to the Seniority that they had at the time of their last day worked, or two (2) years, whichever is the lesser.

- a. However, an employee who has completed their Probationary Period shall not lose their Seniority if their layoff is for a period not exceeding twelve (12) months.
5. Are absent from work, including but not limited to, the failure to return to work at the expiration of a leave of absence, vacation, disciplinary layoff, for three (3) consecutive days without notifying the Employer, unless the reason for failure to notify the Employer within three (3) day limit is due to circumstances beyond the control of the employee.
6. Do not return to work when recalled from a layoff as set forth in the recall procedure.
7. Have their State of Michigan Nursing License revoked due to malpractice or unethical behavior.
8. In proper cases, the Employer may make exceptions to benefit the employee upon mutual agreement between the Union and the Chief Human Resources Officer.

### **1.13 SPECIAL CONFERENCES**

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

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

- B. Purpose. Special Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement.
- C. Preliminary Meetings. In the event that Union employees desire to have preliminary meetings for a Special Conference, such meetings shall be held outside the Employer's premises and outside of their normally scheduled work hours.
- D. Pay. Special Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., and may be limited to one (1) conference per month, and two (2) hours in duration without loss of pay for a maximum of two (2) Union representatives employed by CMHA-CEI. Additional conferences may be held subject to the mutual agreement of the parties.

## **1.14 TREATMENT DECISIONS**

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

B. Non-Acute Pathway.

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

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

C. Acute or Expedited Pathway

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

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

The steps in this acute or expedited pathway process include:

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

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

### **1.15 PROGRAMS**

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

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

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

### **1.16 UNLAWFUL HARASSMENT**

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

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

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

## **SECTION 2**

### **EMPLOYMENT RELATIONSHIPS**

#### **2.1 DEFINITION OF EMPLOYMENT STATUS**

- A. **Definitions.** Upon employment, each employee shall be assigned to one (1) of the following classes:
1. **Regular Full-Time Employees.** A regular full-time employee is one whose schedule of work usually consists of forty (40) hours per week and whose term of employment is expected to be six (6) months or longer in duration.
  2. **Regular Part-Time Employee.** A regular part-time employee is one whose schedule of work usually consists of less than forty (40) hours per week but at least twenty (20) hours per week and whose term of employment is expected to be six (6) months or longer in duration.
  3. **Special Part-Time Employee.** A special part-time employee is one who works one thousand eight hundred (1,800) hours or more in a three (3) year time period. Should

a special part-time employee work less than four hundred sixteen (416) hours in a calendar year, they shall lose their special part-time status. If a special part-time employee is on an approved leave of absence, the time on the leave of absence shall be subtracted from the calendar year and the four hundred sixteen (416) hours prorated. In addition, regular employees who transfer to a special part-time position and who work less than 104 hours in the first full calendar quarter as a special part-time employee shall lose their special part-time status. Overtime hours shall be counted as straight time for the purposes of determining special part-time employee status. Hours worked, calculated on this basis, shall also be used for measuring other time frames in the Collective Bargaining Unit with respect to special part-time employees, except as otherwise expressly provided in this Agreement.

4. Casual Employee. A casual employee is an employee that has not worked sufficient hours to qualify as a special part-time employee. Casual employees shall be compensated in wages only and shall not be covered by the provisions of this Agreement.
5. Temporary Employee. A temporary employee is one whose term of employment shall not exceed six (6) months. However, an individual may be hired as a temporary employee for more than six (6) months if they are replacing a Union employee who is on an approved leave of absence exceeding six (6) months. A temporary employee is compensated by wages only and may work full-time or part-time.

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

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

B. Probationary Period.

1. Each new regular employee hired into the Bargaining Unit shall be classified as a probationary employee for the first ninety (90) calendar days of such employment for full-time employees or for the first one hundred twenty (120) calendar days of such employment for part-time employees. Employer shall have the right, by written notice to the employee and to the Union Representative prior to the end of this initial Probationary Period to extend the Probationary Period. The accumulated Probationary Period shall not be for more than one hundred eighty (180) calendar days.

2. Each employee transferred into the Bargaining Unit who has previously completed a probationary period as Union or non-Union regular employee (permanent employment at 20 hours or more per week) shall complete a trial period defined in Section 2.3.G.
  3. Each employee transferred into the Bargaining Unit who has not already completed a formal probationary period shall be classified as a probationary employee for the probationary period and any extension as set forth in sub-paragraph 1. The accumulated probationary period shall not be for more than one hundred eighty (180) calendar days including time worked by the employee prior to being transferred into the Bargaining Unit, with the exception that any employee transferred into the Bargaining Unit will be on probation for a minimum of ninety (90) calendar days or one hundred and twenty (120) calendar days for a part-time employee.
  4. The notice extending the probationary period shall state the additional period of time the employee shall remain in the probationary status. Any extensions of the probationary period shall not be subject to the grievance procedure.
  5. In the case of a probationary period for a special part-time employee, the employee must satisfactorily work one thousand eight hundred (1,800) hours in a period of time of three (3) years or less.
  6. A regular employee who has already completed a probationary period and who transfers to a special part-time position shall be considered to have already completed the probationary period.
  7. Employees disciplined, terminated or laid off during an initial probationary period shall not have recourse to the grievance procedure. Employees that have not completed an initial probationary period can be terminated from employment with or without cause during the probationary period and such actions shall not be subject to the Collective Bargaining Grievance and Arbitration Procedure.
- C. Notwithstanding the above provisions or any other provision of this Agreement to the contrary, no benefit shall be afforded to any employee when the Employer's contractual arrangement with a third party for said benefit does not cover said employee. However, the Employer agrees that, when changing insurance carriers, the basic provisions and levels of benefits as constituted will not be lowered.
- D. Notwithstanding the above provisions or any other provision of this Agreement to the contrary, no existing contractual arrangement shall be affected by this Agreement.

## **2.2 SUBCONTRACTING CLAUSE**

- A. Subcontracting. The Employer shall have the right to subcontract work if and when, in its sole and absolute judgment, it does not have the available or sufficient manpower, proper

equipment, capacity or ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by Bargaining Unit employees on an efficient and economical basis. However, if the Employer plans to subcontract work currently performed by Bargaining Unit employees, the decision shall be made according to the process outlined in Appendix F.

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

### **2.3 VACANCIES AND NEWLY CREATED POSITIONS**

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

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

qualified Bargaining Unit applicant. In such instances where the vacant position is going to be filled from within one of the Bargaining Units and the qualifications of the Bargaining Unit job applicants are relatively equal, the position will be awarded to the most senior employee. When determining whether or not qualifications are relatively equal, the factors described in subsection C below shall be utilized. Disputes as to the selected applicant shall be subject to the grievance procedure, except an employee may not grieve in cases when the selected employee has more seniority than the RN Unit applicant. If an RN Bargaining Unit employee applies for a position within the Large or Residential Bargaining Units and that position is awarded to someone with less seniority than the RN Unit applicant, the RN Unit employee may dispute the selection in accordance with the criteria specified in Section 2.3 of the Large Collective Bargaining Agreement or Section 2.6 of the Residential Collective Bargaining Agreement, through the grievance procedure outlined in Section 1.9 of the RN Unit Collective Bargaining Agreement.

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

B. Employees Excluded.

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

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

The Employer may choose to limit the number of interviews granted to the top five (5) senior bargaining unit applicants for a clerical or paraprofessional job vacancy. If the Employer does not choose to limit the number of interviews in the above noted vacancies, all of the Large, Residential or RN Bargaining Unit employees who apply for the job vacancy, in writing, and meet the posted qualifications for the position will be granted an initial interview.

- F. Reasons Not Selected. Any RN, Large or Residential Bargaining Unit applicant not selected for a vacant position shall have the right to request information, from the Employer, as to the reasons that they were not selected. Upon such request, the Employer shall provide the Bargaining Unit employee with the general reasons why the Bargaining Unit employee was not selected for the position.
  
- G. Trial Period.
  - 1. If a RN, Large, or Residential Bargaining Unit employee is selected for a vacant position, even if such selection results in a lateral transfer, the Employer shall assess

the employee's performance during a trial period of sixty (60) calendar days. The trial period may be extended once for no more than thirty (30) calendar days by written notice to the employee and to the Union prior to the sixtieth (60th) day. This assessment may include one-on-one meetings with the employee, written documents regarding performance expectations, and informal feedback designed to assist the employee in improving unsatisfactory performance. The Employer shall retain the right to at any time after the thirtieth (30th) day of the trial period deny the promotion or lateral transfer if the employee is not performing in a satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to their former position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. The Employer's decision to deny the promotion, and return the employee to their former position for unsatisfactory performance shall not be subject to the Grievance Procedure.

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

- H. Return to the Union. If a vacant position exists which the Employer intends to fill and if no Bargaining Unit employees have recall or bumping rights to the position and if there is a non-RN Unit employee who has previously held a position within the RN Bargaining Unit and who is currently assigned to the program in which the vacancy exists, then that employee may be placed into the vacant position instead of posting the position providing the employee is qualified for the position [as determined under the provisions of Section 2.8.E.7] and provided prior to placing the employee in the position, the position shall be offered to any employees in that classification within that subunit.

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

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

1. The core course content;

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

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

K. Number of Positions.

1. An employee may apply for and may be granted a second position within the Bargaining Unit provided both supervisors agree that the holding of two positions is not disadvantageous to the Employer. The Employer will not grant a second position to an employee if by doing so the employee's regular hours would exceed forty (40) per week.
2. The position with the greatest regularly scheduled hours shall be considered the primary job. If the positions have identical hours, the first position held shall be considered the primary job.
3. An employee holding a second position shall receive only the insurance benefits of the primary position. If the primary position is entitled to accrued benefits (i.e. sick, vacation, etc.) the employee shall earn such benefits on hours worked in both positions.
4. The Employer shall not be obligated to change work hour schedules to accommodate either position.
5. Granting a second position to an employee shall be solely at the discretion of Management, and failure to grant a second position shall not be grievable under the terms of this Agreement.

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

position to which the employee is returned. The Employer's decision to return the employee to their former position shall not be subject to the grievance procedure.

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

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

## **2.4 RATES OF NEW JOBS**

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

## **2.5 TEMPORARY ASSIGNMENTS**

- A. Selection. Bargaining Unit employees shall be offered temporary assignments to a higher classification or increase in hours within the Bargaining Unit prior to non-Bargaining Unit employees or hiring temporary employees. When practical and possible management shall rotate temporary assignments among qualified employees in the program subunit starting with the most senior employee.

- B. Payment.

When an employee is temporarily assigned to a higher classification for a minimum period of at least five (5) consecutive working days, or more than seven (7) working days in any fourteen (14) consecutive day period, including holidays, they shall be paid at seven percent

(7%) above their regular rate of pay for all days actually worked in a higher classification for the duration of the temporary assignment.

- C. Conversion to Regular. When a Bargaining Unit employee who works in excess of twelve (12) continuous months in a position that is a Temporary Promotion, or a temporary increase in hours, the position shall be awarded according to Section 2.3 Vacancies and Newly Created Positions. When this occurs a notice that the employee was made permanent will be sent to the Union.
- D. Working Increased Hours. An employee working in a temporary assignment resulting in an increase in hours shall be allowed to fully replace their hours they would have worked in the temporary assignment that day with PTO.

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

## **2.6 DISCHARGE AND DISCIPLINE**

- A. Imposing Discipline. It is hereby agreed that the Employer has the right to discipline and discharge for just cause. The Employer agrees to advise the Union of any such discipline or discharge and the reasons therefore when the discipline is imposed. Prior to imposing any discipline, the Employer shall advise the employee that they have the right to have a Union representative present and, if the employee exercises this right, the discipline shall not take place until the Union Steward, Alternative Steward, or other representative is present. However, the Employer will not provide the Union with the specific information concerning the disciplinary action, or reason therefore, if the affected employee requests that such information not be given to the Union. Discipline is intended to be of a corrective nature and the parties to this Agreement recognize the principles of reasonable progressive discipline. However, nothing in this Section shall prevent the Employer from taking immediate and appropriate disciplinary action, up to and including discharge, should it be required by the circumstances.
- B. Discharge Grievances. Should a discharged employee consider such discharge to be improper, they shall pursue the matter through the grievance Procedure, Section 1.9.D, at Step 3.
- C. Prior Infractions. In imposing any discipline, the Employer will not take into account any prior infractions which occurred more than two (2) years prior to the current situation, except matters involving consumer abuse, unauthorized release of confidential information of consumers or falsification of a consumer's record.
- D. Falsification of Data. Falsification of data on an employment application or resume shall not be subject to discipline after a period of two (2) years from the date of employment, except

in matters involving work experience, educational credentials and reasons for termination from former employment.

- E. Probationary Employees. The Employer has the authority to Discipline or Discharge probationary employees at the Employer's discretion. The Union agrees that the discharge or discipline of a probationary employee is not subject to the grievance procedure.
  
- F. Time Off.
  - 1. At the Employer's option, disciplinary suspension time off for absenteeism or tardiness may be deducted from the employee's accumulated personal paid time off, paid days off or vacation leave in lieu of requiring the employee to miss the scheduled working days as an unpaid disciplinary suspension. The Employer may deduct a maximum of three (3) days on any one occasion. The Employer may only deduct paid days off that have been earned by the employee at the time such discipline is invoked.
  
  - 2. At the Employer's option, an employee given a disciplinary suspension may be required to work their regular schedule (with pay) in lieu of an unpaid suspension from work.
  
- G. Suspension for Investigation. The Employer may suspend an employee with or without pay for investigation. Such a suspension, if without pay, shall be superseded by disciplinary action, including suspension or dismissal, or by reinstatement with back pay within seven (7) calendar days, except that in instances where the Employer is waiting for additional information, the Employer may, by authorization of the Chief Human Resources Officer or their designee, authorize a suspension up to sixty (60) calendar days.

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

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

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

## **2.7 STEWARDS AND ALTERNATE STEWARDS**

- A. Number of Stewards. The Union shall name up to three (3) Stewards for the Bargaining Unit. Additional Stewards may be named at a ratio of one Steward for each additional 25

employees when the Bargaining Unit exceeds 50 employees. The Union agrees to reasonably disperse Stewards across programs to the extent possible.

- B. Steward List. The Union shall furnish the Chief Human Resources Officer with a list of all Stewards and Alternates, and shall also submit changes to the list as they occur.
- C. Release Time. Stewards will be given up to two (2) hours per week to discuss and investigate complaints and present grievances to the Employer, during their working hours, without loss of pay. The Steward will notify their immediate Supervisor that they are to investigate a complaint or handle a grievance and the nature of the complaint or grievance. No complaint or grievance will be investigated when such will disrupt the proper functioning of the programs of the Employer.

## **2.8 LAYOFF AND RECALL**

- A. Layoff Definition. The word "Layoff" means reduction in the working force through the elimination of a position(s).
- B. Definitions. For the purpose of Layoff, the term "program" shall mean the programs identified in Section 1.15 of this Agreement, except that AMHS, Families Forward, Integrated Treatment and Recovery Services and General Administration shall be considered to be one program. For the purpose of this Section, the term "classification" shall mean a specific position title as set forth in the salary schedule. The term "salary grade" shall mean the salary levels listed within the salary schedule. Employees in Senior positions (as defined in Section 2.17) shall be considered to be in their original classification and salary grade for the purposes of this section except for employees in Senior positions in which regulatory guideline or risk management principals require specific credentials for clinical supervision as defined by subsection E.7 below. For purposes of this section a "program subunit" shall mean a specific recognized component within one of the recognized programs. The term "position" shall mean the specific job being performed by an employee in a specific classification and in a specific program subunit. The term "equivalent benefits" shall mean maintaining an employee's actual or potential premium copay for health care coverage or their health care buy out as determined by Sections 5.2.C.2 and 5.2.D (e.g., an employee working twenty (20) hours per week transferring or bumping into a position working more than twenty-nine (29) hours per week would result in different equivalent benefits). For purpose of this section, the term "shift" for any employee working a variety of shifts during a week shall mean the shift the majority of the hours are worked in during a week.
- C. Layoff Procedure. If layoff is determined by the Employer to be necessary, the person in the position to be eliminated shall be subject to layoff or bumping. If more than one (1) employee is within the same classification and in the same program subunit in which a position is being eliminated, any temporary or probationary employees shall be laid off first, and then, seniority employees within that classification and that subunit, on a reverse seniority basis, provided the remaining employees are capable of performing the work.

However, if a vacancy exists in the employee's salary grade which the Employer intends to fill for which the employee is qualified; the employee shall be transferred to the vacant position in lieu of layoff. Such an employee shall be given at least seven (7) calendar days' notice of such layoff. However, the employee shall not be transferred under this provision to a position that would result in a change in equivalent benefits. Should more than one such vacant position exist in the employee's salary grade, the employee shall receive at least two (2) such vacancy options for which the employee is qualified (as determined under the provisions of subsection E (7) below). Employees shall select from the available vacancy options in order of seniority. An employee in a day, afternoon, or night shift position shall not be required to transfer to a vacancy with a different shift as defined by Section 5.13 unless that employee is the least senior employee in a position on the employee's shift. An employee in a position whose regular schedule of work is during Monday through Friday shall not be required to transfer to a position whose regular schedule of work is during either Saturday or Sunday unless that employee is the least senior in a position whose regular schedule is during Monday through Friday. Such employees will retain secondary recall rights to their original positions for the length of time specified in Section 1.12.A.4.a.

- D. Notice. Employees to be laid off will have at least seven (7) calendar days' notice of such layoff. The local Union representative shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.
- E. Bumping. Upon receiving a notice of layoff from their position, a regular full-time, regular part-time or special part-time employee may bump lower seniority employees within the Bargaining Unit under the following conditions:
1. A bumping employee may only bump employees within their own program.
  2. The bumping employee cannot move into a position of a higher salary grade.
  3. A bumping special part-time employee may not bump a regular full-time or regular part-time employee.
  4. A bumping employee may bump the least senior employee within their salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain their full-time hours and a part-time employee may bump the least senior employee in order to avoid a change in their equivalent benefits.
  5. If there is no position available in the employee's salary grade the employee may bump into the least senior position in a lower salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain their full-time hours and a part-time employee may bump the least senior employee in order to avoid a change in their equivalent benefits. Such an employee will retain secondary recall rights to their original salary grade and equivalent benefits.

6. Should more than one position occupied by a probationary employee be available, the Employer will determine the position into which the employee bumps.
7. The bumping employee must possess the necessary skills, experience, license, registration, and certification which will qualify the employee to perform the work and must be able to perform work adequately with minimal instructions. Qualifications will be determined by the job posting or job description for the position, using whichever document that was most recently issued. If any new qualifications for that position have been required by accrediting, licensing, or reimbursement bodies since the most recent job posting or job description, they shall be met before bumping can occur.
8. If the bumping employee is not qualified to bump the least senior employee, they may bump the least senior employee whose position they are qualified to perform.
9. An employee in a day, afternoon or night shift position shall not be required to bump to a vacancy with a different shift as defined by Section 5.13 unless that employee is the least senior employee in a position on the employee's shift. An employee in a position whose regular schedule or work is during Monday through Friday shall not be required to bump to a position whose regular schedule of work is during both Saturday and Sunday unless that employee is the least senior in a position whose regular schedule is during Monday through Friday.

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

- F. Recall Procedure. When the working force is increased after a layoff, or when vacant positions exist which the Employer intends to fill, employees will be recalled according to their former salary grade in the reverse order in which they were laid off from their respective programs, provided they have the ability to perform the work. Laid off employees may also be recalled to new or vacant positions of the same category, board wide, provided they have the ability to perform the work. Ability to perform the work shall be determined under the criteria in subsection E.7 above. An employee shall not be required to be recalled to a position resulting in a change in equivalent benefits to the position from which they were laid off. An employee who originally was employed in a day, afternoon or night shift position shall not be required to be recalled to a vacancy with a different shift as defined by

Section 5.13. An employee in a position whose regular schedule of work is during Monday through Friday shall not be required to be recalled to a position whose regular schedule of work is during either Saturday or Sunday. Should an employee decline in writing the opportunity to return to a position with a lower salary grade and/or in a different program such an employee shall retain their recall rights as defined in this section. Such an employee shall have secondary recall rights to their original salary grade, equivalent benefits and program. Any secondary recall rights under this subsection, or subsection E.7 above, shall be lost after a period of time equal to the time the employee had in their former salary grade and/or program at the time of their last day worked in that position, or two (2) years whichever is the lesser. A special part-time employee shall not be recalled to a regular part-time position or regular full-time. A regular part-time or regular full-time employee shall not be recalled to a special part-time position except by mutual agreement.

Notice of recall shall be sent to the employees at their last known address by registered or certified mail. If an employee fails to report for work or to respond in writing within ten (10) working days from the mailing of notice of recall, they shall be considered to have resigned from their employment. It shall be the employee's responsibility to keep the Human Resources Department informed of their current address and telephone number.

- G. Benefits. Employees on layoff shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period of more than thirty (30) days. Employees may continue their health insurance by payment to the Employer as provided by federal law. However, upon recall an employee shall receive full credit for any seniority lost while on layoff as is the current practice.
- H. Paid Time Off. In the event of layoff, an employee may use accumulated paid time off pay prior to receipt of unemployment compensation, or may choose to have accumulated paid time off in a lump sum.
- I. Voluntary Layoffs. When faced with a layoff, the employer shall solicit voluntary layoffs by seniority. The deadline for an employee to submit their written request shall be August 30 of each year for a layoff effective October 1 of each year. The Union shall receive a copy of any written requests. The Union and the Employer shall meet to review the qualifications and classifications, as defined under Sections 2.8.B and 2.8.E.7, of those employees in positions targeted for layoff to determine if they would be able to transfer into the positions vacated by those employees requesting voluntary layoff. If the employees in positions targeted for elimination do not meet the qualifications or classifications, as defined under Sections 2.8.B and 2.8.E.7, of those positions vacated by voluntary layoff, management can decline the voluntary layoff request. Any transfer into a position vacated through voluntary layoff shall be done according to Section 2.8.C.
- J. Unpaid Furloughs. As an alternative to layoffs in a particular subunit, the Employer and the Union may agree to unpaid furlough time for all employees in that subunit. Prior to deciding whether or not to give such approval the Union will hold a vote among the members in the subunit.

- K. Layoff Method. The determination of the method of layoff (such as by way of example and not limitation, by an entire program, by a portion of a single program or by a reduction in some or all programs, either prorated or otherwise) shall be in the sole discretion of the Employer and shall not be subject to the grievance procedure.
- L. Stewards/Executive Board Members. The Union Stewards who have served in the position for at least three (3) months, as designated in Section 2.7.A, the Union Service Representative, as designated in Section 4.1.D.4 and up to two (2) Bargaining Unit employees who serve on the Local 459 Executive Board shall, in the event of a layoff, not receive Notice of Layoff as long as there is a job in their classification at their work site. A Union Steward, representative, or executive board member may agree to waive this right. This procedure shall not modify, replace or affect in any way, the employee's rights to the option described in Section 2.8, C and D. This provision applies only to Stewards, Service Representatives and Executive Board Members who are serving as such when the layoff occurs and only if the Employer has been informed, in writing, as to the names of the Union officials prior to the layoff notice.
- M. Grievances. Should an employee allege they were improperly laid off, they shall pursue the matter through the grievance procedure, Section 1.9.D, at step 3.
- N. Reduction of Hours Which Changes Eligibility for Health Care Coverage - An employee whose hours are reduced by a sufficient amount so they no longer occupy a benefit equivalent position shall have the option of exercising any rights of a laid off employee as outlined under this section.

## **2.9 TRANSFERS**

- A. Temporary Inter Sub-Unit Transfers
  - 1. Definition. An "Inter Sub-Unit Transfer" is the reassignment of a position from one sub-unit to another sub-unit within the same Program.
  - 2. Limitations.
    - a. Such transfer must be within the same Program (as defined in Section 1.15).
    - b. Such a transfer must be within the same classification and employee status (full-time/part-time) unless mutually agreed.
    - c. Such a transfer cannot be shorter than two (2) weeks nor longer than six (6) months unless mutually agreed.
    - d. Such a transfer cannot be used to staff vacant or newly created positions posted by the Employer.

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

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

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

B. Transfer of Operations

In the event that the Employer moves a program sub-unit(s) from the present location to any other location, or from one program to another program, all employees shall be allowed to continue employment with said Employer at the new location or program, to the extent positions are available. There shall be no lowering of wages or fringe benefits as a result of such a transfer of operations.

C. Refusal of Transfer

In the event an affected employee refuses a transfer, they shall be deemed to have resigned. (The employee may bid to any current vacancies for which they would be qualified.)

**2.10 VETERANS**

A. Re-Employment Rights. The re-employment rights of veterans shall be in accordance with all applicable laws and regulations.

B. Reserve/National Guard. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

**2.11 EVALUATION, FILES AND RECORDS**

A. Responsibility. The evaluation of the performance of each employee is the responsibility of the Administration. All monitoring or observations during evaluations shall be conducted openly and with full knowledge of the employee.

B. Procedure.

1. The performance of all employees shall be evaluated in writing as follows:

a. At least one probationary evaluation will be completed during the probationary period of all new hires.

b. During the first five years of employment, evaluations will be completed annually.

c. Beginning with the sixth year of employment, evaluations will be done every two years.

- d. Employees with less than satisfactory performance on their evaluation will continue to receive an annual review, regardless of their length of employment. Any unsatisfactory performance indicator requires a plan of action.
    - e. If an employee transfers from one position to another, at least one probationary/trial evaluation will be completed. Evaluations will be completed on an annual basis for at least five years following the transfer.
  - 2. If an employee's performance is found to be lacking, the following procedure shall be followed:
    - a. Feedback shall be in writing.
    - b. Written suggestions shall be given to help alleviate any deficiency.
- C. Copies/Objections. The electronic evaluation shall be submitted to the employee. In the event the employee feels that their evaluation was incomplete or unjust, they may submit their objections in writing and have them attached to the evaluation report to be placed in their personnel file.
- D. Personnel File. Each employee shall have the right upon request to review their personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review.
- E. Evaluation Content. The contents of an evaluation shall not be subject to the grievance procedure. However, if an employee's evaluation is later used to justify a disciplinary action by the Employer, any written comments made by the employee concerning the evaluation shall accompany the evaluation form as appropriate subjects for inclusion in the disciplinary proceedings.
- F. Removal of Information. Any information in an employee's personnel file which proves to be non-factual shall be removed from the file, provided that any information pertaining to disciplinary action or performance evaluation may not be removed.
- G. Documented Counseling. Documented Counselings are not discipline and will not be placed in an employee's personnel file, effective the date of ratification by the Employer and the Union.
- H. Exit Interview. Whenever an employee accepts transfer to another position, provides notice of resignation, or otherwise terminates employment in their position, the Agency shall make the employee aware of their right to complete a transfer/exit interview, including their right to request a confidential in-person interview with either Human Resources or the Union. The employee will have up to forty-five (45) days to complete the transfer or exit interview, after being made aware of their right to such. If the employee chooses to conduct

the interview with the Union, the Union will forward the information to Human Resources. If the Union has a specified concern the Union may make a request for a transfer or exit interview response. The request shall be in writing and include the reason for the request. The employee will be asked, on the form, for approval to release information to the Union upon request. If the employee has authorized the release of the information, the employer shall share the response with the Union.

## **2.12 CERTIFICATION/REGISTRATION/LICENSURE OF PROFESSIONAL STAFF**

- A. Requirements. The Employer shall have the authority to require employees to obtain Certification/Registration/Licensure they are eligible for, in order for, the Employer to be eligible for third party reimbursement for the services provided by the employee. The Employer shall reimburse the employee for the initial and/or renewal cost of the Certification/Registration/Licensure upon delivery to the Finance Department of a photo static copy of the Certification/Registration/Licensure.
- B. Reimbursement. Reimbursement is not intended to cover the initial costs of Certification/Registration/Licensure in situations where an employee is hired into, or voluntarily transfers into a position which already has a particular licensing requirement(s). It is solely intended for situations when a licensing requirement for a position increases while the employee is in that position and for renewal of licensing.

## **2.13 PERFORMANCE EXPECTATIONS**

- A. Committee. The Employer shall have the right, in its sole and absolute discretion, to set performance expectations and productivity standards for staff. However, the parties agree to create a Management/Union Committee to periodically review standards for performance expectations and make recommendations to the Employer for making changes to these standards.
- B. Expectation Changes. The Employer agrees not to change performance expectations existing at the time of execution of this Agreement until the Employer's recommended changes are presented to the Management/Union Committee referenced in Paragraph A above. A major criteria used to decide whether or not to increase performance expectations will be whether or not expectations have been set up high enough based upon staff hours available and what can reasonably be expected of staff.
- C. Grievances. If an employee is disciplined for failure to meet performance expectations, the employee shall have the right to submit a grievance as to all reasons concerning such discipline, including the reasonableness of such performance expectation.

## **2.14 RELEASE TIME FOR UNION BUSINESS**

- A. Release Time. Release time is provided for Union representatives in accordance with Sections 1.13 (Special Conferences) and 2.7 (Stewards and Alternate Stewards). In addition, the Employer shall provide paid release time for a Union representative employed by the Employer for purposes of negotiating contract renewals, joint labor/management committees or wage reopeners. Two (2) employees selected by the Union shall be released without loss of pay for labor negotiations. With the exception of release time provided in this Agreement or approved in advance by the Employer for labor negotiations, work time paid for by the Employer should be spent by all employees performing their normal functions as employees of the Community Mental Health Authority.
  
- B. Notification. When release time is provided for Union Officers or other employees in accordance with the provisions of this Agreement, or in order to conduct labor negotiations, each employee must notify their immediate supervisor regarding the date and time for which paid release time is requested and receive the approval of the supervisor prior to using such release time. The Employer agrees not to unilaterally withhold approval for legitimate release time requested in accordance with the terms of this Agreement or for purposes of labor negotiations.
  
- C. Schedule Adjustments. Union members on the negotiating team who work afternoon or evening shifts shall have their schedule adjusted, if necessary, to assure that time spent in negotiations and at work will not exceed twelve (12) hours in any twenty-four (24) hour period.

## **2.15 JOB DESCRIPTION**

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

## **2.16 RN ON-CALL**

- A. An On-Call System shall be open to all regular full-time, regular part-time and special part-time employees who are classified as Registered Nurses and have completed an orientation to the Registered Nurse on-call system. Any non-bargaining unit employee currently participating in the Registered Nurse on-call system at the start of this agreement shall be allowed to continue. Participation shall be voluntary. An employee who agrees to participate may end participation by giving the Employer two (2) weeks advance written notice. The Employer shall notify bargaining Registered Nurses in writing of the opportunity to join the Registered Nurse on-call system no less than once per year. The Employer shall also notify bargaining unit Registered Nurses in writing if participation does not provide adequate coverage for all of the on-call shifts.

If the response of the bargaining unit members does not provide adequate coverage for all of the on-call shifts any non-bargaining unit Registered Nurse employed by Community Mental Health Authority who has completed an orientation to the Registered Nurse on-call program may be added to the Registered Nurse on-call pool for the next three (3) months. At the end of the three (3) month period, the Employer shall notify bargaining unit Registered Nurses in writing again. If the level of participation does not provide adequate coverage for all on-call shifts, the non-bargaining unit employees may continue to participate in the on-call programs for an additional three (3) months. This shall be repeated for each subsequent three (3) month period until there is adequate coverage by bargaining unit Registered Nurses for all the on-call shifts.

- B. On-Call employees shall carry a cellphone and shall be available by phone between the hours of:

Monday - Friday 5:00 p.m. - 8:00 a.m. (Saturday)

Saturday - 8:00 a.m. - 8:00 a.m. (Sunday)

Sunday - 8:00 a.m. - 8:00 a.m. (Monday)

Holidays - 8:00 a.m. - 8:00 a.m.

- C. The assigned employee shall receive thirty-two dollars (\$32.00) per day, Monday through Thursday and one hundred twenty-six dollars (\$126.00) for weekend on-call, Friday through Sunday. An employee will be paid an additional thirty-one dollars (\$31.00) for each holiday on-call.
- D. On-call employees shall respond by telephone to a call within fifteen (15) minutes. The employee shall not be expected to report for work during the on-call hours.
- E. The schedule for on-call shall be developed on a quarterly, semi-annual or annual basis. Employees shall select weeks on a rotating basis with the initial selection on the basis of seniority. Employees may trade on-call times or volunteer to assume extra on-call times.

The Employer shall be notified in advance of any trades by the employee accepting the on-call.

- F. The on-call system shall be used to provide telephone consultation only for Adult Mental Health Services, Bridges Crisis Unit, the Community Services for the Developmentally Disabled Colman Rd. Home and the Integrated Treatment and Recovery Services (The Recovery Center). The Employer shall not use the on-call to ensure staffing of the unit or to provide additional staffing for the units.
- G. If an employee assigned to on-call fails to respond to a call, it may result in disciplinary action.

## **2.17 FAMILIES FORWARD CRISIS RESIDENTIAL RN ON-CALL**

- A. An On-Call System shall be open to all Families Forward regular full-time, regular part-time and special part-time employees who are classified as Registered Nurses and have completed an orientation to the Crisis Residential Registered Nurse on-call system. Participation shall be voluntary. An employee who agrees to participate may end participation by giving the Employer two (2) weeks advance written notice. The Employer may remove an on-call staff person for reasons related to on-call performance. Such removal from the on-call schedule is not grievable. The Employer shall notify bargaining Registered Nurses in writing of the opportunity to join the Crisis Residential Registered Nurse on-call system no less than once per year. The Employer shall also notify the Registered Nurses in writing if participation does not provide adequate coverage for all of the on-call shifts. Families Forward Registered Nurses shall have preference for on-call shift coverage.
- B. If the response of the Families Forward regular full-time, regular part-time and special part-time Registered Nurses does not provide adequate coverage for all of the on-call shifts, the Employer shall offer bargaining unit Registered Nurses outside of Families Forward opportunity to participate in the Crisis Residential Registered Nurse on-call pool. Participation shall be voluntary and follow the same criteria as Families Forward Registered Nurses as listed above including completing an orientation to the Crisis Residential Registered Nurse on-call program.
- C. If the response of the bargaining unit members does not provide adequate coverage for all of the on-call shifts any non-bargaining unit Registered Nurse employed by Community Mental Health Authority who has completed an orientation to the Crisis Residential Registered Nurse on-call program may be added to the Crisis Residential Registered Nurse on-call pool for the next three (3) months. At the end of the three (3) month period, the Employer shall notify bargaining unit Registered Nurses in writing again. If the level of participation does not provide adequate coverage for all on-call shifts, the non-bargaining unit employees may continue to participate in the on-call programs for an additional three (3) months. This shall be repeated for each subsequent three (3) month period until there is adequate coverage by bargaining unit Registered Nurses for all the on-call shifts.
- D. On-Call employees shall carry a cell phone and shall be available between the hours of:
1. Monday - Friday 5:00 p.m. - 8:00 a.m. (Saturday)
  2. Saturday - 8:00 a.m. - 8:00 a.m. (Sunday)
  3. Sunday - 8:00 a.m. - 8:00 a.m. (Monday)
  4. Holidays - 8:00 a.m. - 8:00 a.m.
- E. The assigned employee shall receive thirty-two dollars (\$32.00) per day, Monday through Thursday and one hundred twenty-six dollars (\$126.00) for weekend on-call, Friday through Sunday. An employee will be paid an additional thirty-one dollars (\$31.00) for

each holiday on-call. Unless mutually agreed upon by the Employer and the Union, a RN may not be scheduled for two on-call systems during the same time period.

- F. On-call employees shall respond by telephone to a call within fifteen (15) minutes.
- G. When a youth is placed in one (1) of the six (6) Appletree slots and is classified as a crisis residential recipient, On-Call employees will be required to provide one hour of direct contact at the Appletree home. Direct service hours can range from zero (0) to six (6) hours per day. On average the number of crisis residential recipients is one (1) to two (2), however there are some days with zero (0) recipients.
- H. The assigned employee shall receive the rate of time and one half (1 1/2) for the hours worked providing direct contact.
- I. The schedule for on-call shall be developed on a quarterly, semi-annual or annual basis. Employees shall select weeks on a rotating basis with the initial selection on the basis of seniority. Employees may trade on-call times or volunteer to assume extra on-call times.
- J. The Employer shall be notified in advance of any trades by the employee accepting the on-call.
- K. The on-call system shall be used to provide telephone consultation only for Appletree Home. The Employer shall not use the on-call to ensure staffing of the unit or to provide additional staffing for the units.
- L. If an employee assigned to on-call fails to respond to a call, it may result in disciplinary action.

## **2.18 SENIOR POSITIONS**

- A. Filling Senior Positions. The posting, selection, recruitment, promotion and filling of all Senior positions (by way of example but not limited to Senior Registered Nurses) is in Management's sole discretion and is not governed by provisions of Section 2.3; nor is the posting, selection, recruitment, promotion or filling of any senior position grievable under the terms of this Agreement, except that the Employer agrees to give a notice to each employee in a unit in which a Senior position is being filled. It also agrees to grant an interview to any employee from that unit who indicates a desire for the position and who meets the minimum qualifications for the position. It also agrees that the filling of a Senior Position shall be from within the OPEIU Local 459 RN bargaining unit.
- B. Senior Duties. The Assignment to the senior position is associated with greater responsibility and more complex duties within a program, and that it is for this purpose alone

that the hiring, assignment or promotion to Senior occurs. The senior position is not a Supervisor and does not have the power to fire, hire discipline, evaluate and promote. These responsibilities are not those of the senior position, but are inherent in the position of Supervisor, Coordinator, Office Manager, Program Director and Associate Director, etc. Therefore, senior position should not be acting as the final authority in granting leave or vacation requests, in signing time cards, or in providing staff their probationary or annual evaluations except in those situations where the senior position is acting as a temporary Coordinator. However, this does not mean that the senior position cannot monitor time cards, provide input and observations relative to evaluations, discipline, etc. If an employee is transferred to a different position with non-Senior duties, or if an employee's Senior job duties are removed in the sole and absolute discretion of the Employer, the Employer may reduce the employee's classification back to the lower appropriate classification, making sure to minimize any pay decrease which may occur and such action is not grievable under the terms of this Agreement. This paragraph only applies to those senior positions hired or promoted after January 1, 1981.

## **2.19 JOB SHARING**

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

- A. Definition. Job Sharing is available to staff members holding the same job classification and similar job assignments who voluntarily agree to work together in sharing one (1) full-time position.
- B. Applications. Application for job sharing shall be made jointly and voluntarily and shall be in writing. Approval of job sharing requests shall be at the discretion of the Employer. The Employer shall base the decision on the needs of the employee and the needs of the program. The Employer will respond in writing to any requests for job sharing within sixty (60) days after receipt of the request.
- C. Job Share Plan. Employees requesting job sharing shall submit a written plan developed jointly and submitted for approval. The plan will include the following:
  - 1. Daily schedule showing hours of work for each job sharer. Holidays shall be predetermined in the work schedule.
  - 2. Description of the division of duties and responsibilities assigned to the position.

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

## **2.20 PROGRAM EVALUATIONS**

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

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

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

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

## SECTION 3

### WORKING CONDITIONS

#### 3.1 WORKING HOURS

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

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

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

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

The immediate supervisor shall upon written request of the employee meet with the employee to give them an opportunity to address any difficulties to modify their request.

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

- shall be provided with a copy of the CHRO's written determination.
- vi. The Program Director shall implement the CHRO's recommendations for a trial period of thirty (30) calendar days. After the trial period, the Program/Associate Director shall decide if the flexible schedule meets programmatic needs. If the Program/Associate Director finds that the flexible schedule is acceptable, this shall become the employee's permanent schedule. If the Program/Associate Director finds that the schedule is not acceptable, the employee shall be reverted to their previous schedule with a written thirty (30) calendar day notice. This notice shall also include a written explanation for the denial. This decision shall be final and is non-grievable.

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

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

### **3.2 OVERTIME FOR EMPLOYEES**

- A. Non-Exempt. The Employer agrees to provide either overtime pay or compensatory time at the Employer's option to professional employees who are non-exempt to the extent required and in a manner consistent with the applicable provisions of the Federal Fair Labor Standards Act, being 29 USC, Section 201, et. seq.
- B. Exempt. The Employer agrees to provide straight compensatory time to professional employees who are exempt for all hours worked in excess of eighty (80) hours in a two (2) week pay period. Special Part-time professionals who are exempt shall receive straight time pay for all hours worked in excess of eighty (80) hours in a two (2) week pay period.
- C. Non-Exempt – 27/7 Program. The Employer agrees to provide pay at a rate of time and one-half (1-1/2) for filling shift vacancies when their time exceeds 40 hours paid in a week. All pay at the rate of time and one-half (1-1/2) must have prior supervisor approval.
- D. Exempt – 24/7 Program. The Employer agrees to provide pay at a rate of time and one-half (1-1/2) for filling shift vacancies when their time paid exceeds 80 hours paid in a paid period. All pay at the rate of time and one-half (1-1/2) must have prior supervisor approval.
- E. Approval. All hours worked are paid in wages or compensatory time. All overtime or compensatory time must be approved by the immediate supervisor. A Supervisor may require an employee to have written approval prior to working compensatory or overtime.

Failure to obtain appropriate approval will not stop the employee from being paid but may result in discipline.

- F. Compensatory Time. The maximum accumulation of compensatory time is eighty (80) hours. A non-exempt employee who has accumulated the maximum compensatory hours shall be paid overtime for any additional overtime hours of work. Any compensatory time in excess of eighty (80) hours accumulated by an exempt employee shall be lost, unless that employee has requested to use compensatory time and that request has been denied. An employee shall be permitted to use compensatory time within a reasonable period after it is requested if its use does not unduly disrupt the operations of the Employer. Upon termination, non-exempt employees shall be paid for any accrued compensatory time which the employee requested to use and that request was denied, provided they have requested to use the compensatory time at least thirty (30) days prior to resignation.

### **3.3 TRAVEL ALLOWANCE**

A. Mileage Allowance.

1. All employees required to drive their own motor vehicle in the course of their employment with the Employer shall be paid at the IRS rate. Mileage accumulations shall be figured on a weekly basis. Employees may submit travel reimbursement claims less frequently.
2. When employees who submit their completed travel reimbursement claims in accordance with Finance policy, procedure, and instructions to their Coordinator or their designee and the claims are received in the Finance Department by noon Friday, electronic fund transfer reimbursement or check reimbursement shall be effective or mailed no later the two Fridays following the submission. Any change in Finance policy, procedure or instructions shall not unreasonably prevent employees from receiving travel reimbursement. Any taxable reimbursement shall be effective or mailed no later than three Fridays following the submission.
3. All mileage claims from a prior fiscal year ending September 30<sup>th</sup>, must be received in the Finance Department by no later than the following October 15<sup>th</sup> or the next business day if the 15<sup>th</sup> falls on a weekend. If the mileage claims from the prior fiscal year are received in the Finance Department after the above deadline, the claims shall not be paid. The Employer shall continue to publish an annual reminder to employees of the above deadline unless circumstances beyond its control prevent it from doing so in which case the above deadline shall not apply.

- B. Meals and Other Expenses. Employees shall be compensated for meals and other expenses in the same manner and amount as the Employer adopts for other employees.

### **3.4 AUTOMOBILE INSURANCE REIMBURSEMENT**

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

### **3.5 BULLETIN BOARDS**

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

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

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

### **3.6 CLASSIFICATIONS REVIEW COMMITTEE**

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

- A. Classification review determinations shall be conducted once a year.
- B. Approved changes in classifications shall be effective with the fiscal year following the submission of the classification review packet.
- C. Classification review packets may be submitted to the immediate supervisor at any time but no later than May 15 for consideration in that budget year.
- D. A request for a classification review shall be made as follows:
  1. A request for a classification review may be made by an individual employee or the Supervisor/Program/Associate Director of a unit/program. Requests by more than one (1) employee in the same classification, in the same sub-

unit, may be consolidated by mutual agreement between the Employer, the Union and the employees.

2. Human Resources shall provide employees/supervisors/program/associate directors with a classification packet which includes a copy of this procedure, a cover form, and any other forms that may be required.
3. The employee shall complete their portion of the classification packet (attach any supporting documents) and no later than May 15, give it to their immediate supervisor, with a copy to the Human Resources Department.
4. The immediate supervisor shall review the packet, make comments, and forward both the packet and comments on to the Program/Associate Director for further review and comment. The Program/Associate Director shall send the full packet to the Human Resources Department no later than June 1.
5. Upon receipt of the packet(s) the Human Resources Department shall review the materials for completeness. If the packet is incomplete, it shall be returned to the Program/Associate Director(s) for the necessary information.
6. The Classification Review Committee comprised of one Union representative from the Local or from the appropriate bargaining unit to be selected by the Union, one member of the Human Resources Department, and a Program/Associate Director, shall be convened to review each request. However, the Program/Associate Director shall not be from the Program requesting the review. Upon the request of the Classification Review Committee, other administrative staff (i.e., Medical Director, Nursing Administrator, Office Manager, etc.) may provide consultation to the Committee on classification reviews. However, the consultant may not vote on the final classification review.
7. The Committee, the Union and the employee shall be provided with a complete copy of all submitted materials supporting the classification review, along with any additional written information provided by the Supervisor or Program/Associate Director. The Committee shall have access to any relevant documents.
8. Each employee requesting a classification review shall have up to one (1) hour to meet with the Committee to provide any additional information they would like the Committee to consider. Up to two (2) hours may be given for group requests. If the employee is part of a bargaining unit, they may have their Union steward or representative present at the meeting and the Union steward may address the Committee in support of the classification review. The Supervisor and Program/Associate Director shall also be available to address the Committee and answer any questions the Committee may pose.

9. Following the meeting, the Committee may request further documentation from the employee, the Supervisor or the Program/Associate Director pending a final decision. The Committee may also request that the Medical Director provide input to the Committee on clinical positions.
10. The Committee shall vote on each classification review following the meeting with the employee. However, the Committee may choose to suspend such a vote for up to two (2) weeks pending receipt of additional information.
11. The Committee shall make a written determination to the Program/Associate Director of whether the employee is working out of the employee's classification, including the basis for such determination. If the Committee determines the employee is working out of the employee's classification, it shall specify what classification the employee is recommended to be reclassified to. If one of the Committee members has a differing, such opinion shall be included in writing with the determination. The Employee, the Union, the Supervisor and the Program/Associate Director shall be provided with a copy of the Committee's written determination.
12. The Program/Associate Director shall decide whether to reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties from the employee's current position. If higher duties are to be removed the Program/Associate Director shall specify in writing which higher duties are to be removed. This decision shall be completed in time to be implemented by the next budget year and communicated to the Human Resources Department, the Program, the Union, and the employee, in writing.
13. The Program/Associate Director's decision to reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties shall be final and is non-grievable. If the Committee determines that the employee is working out of classification, and the Program/Associate Director does not reclassify the employee's position to the classification recommended by the Committee to remove the higher duties, the employee shall have the option of grieving. Any grievances filed regarding the application of this section shall begin at Step 3.
14. If a position is proposed to be reclassified to a new classification, that classification shall be established in accordance with the "Rates of New Jobs" article of this agreement.
15. Any increase in pay due to any reclassification will be effective with the next fiscal year. If duties are to be removed in lieu of reclassification, but the reduction in duties has not been finalized by the beginning of the next fiscal

year, the employee will receive a 7% increase in pay from the beginning of the new fiscal year until such time as the duties have been removed.

### **3.7 CLASSIFICATION REVIEW- OUTSIDE OF COMMITTEE**

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

- A. Justification for the proposed change must include a revised job description and a separate list identifying the higher level or changed job duties.
- B. If the Program Director agrees with the proposal and its justification, the Program Director will develop a written explanation of the specific source of the salary increase related to the reclassification. The source of funding for any salary increase must be a permanent under spending in the salary related budget line items of the program or department within which the position is located. When this step is completed the justification and the funding source information will be forwarded to the Chief Human Resources Officer for review and consideration. Upon receipt, the Chief Human Resources Officer will forward a copy of the documentation to the Union.
- C. The packet will be reviewed by the Chief Human Resources Officer or designee for completion and assurance that the job description is in accordance with agency standards and that it does not create a conflict with other positions within the organization.
- D. The Chief Human Resources Officer or designee shall also determine the appropriate salary level related to the classification. This will insure any changes made are comparable and in line with agency salaries. The Chief Human Resources Officer or designee will notify the submitting director in writing the salary level determination and forward a copy of the complete packet of information to the Union for review and consideration.
- E. If the request is approved by the Chief Human Resources Officer or designee and the Union, the Program Director making the request will complete all position control and status change requirements to change the position.
- F. The Employers' decision to reclassify the employee's position shall be final and is non-grievable.
- G. If a position is proposed to be reclassified to a new classification, that classification shall be established in accordance with the "Rates of New Jobs" article of this agreement.

### **3.8 REIMBURSEMENT FOR DAMAGED PROPERTY**

- A. Personal Property. The Employer will reimburse an employee for damage to Clothing, Eyeglasses or Corrective Appliances (such as a Hearing Aid) caused by a consumer. In addition, the Employer will reimburse an employee for damage or loss of other personal property caused by a consumer to the extent that such reimbursement is covered by CMHA-CEI insurance. In addition, the Employer will assist an employee in being reimbursed for reasonable costs by the responsible person for loss or damage to personal property caused by the consumer.
  
- B. Cars. If an employee is required to have a car as part of their job, the Employer will reimburse the employee for damage to employee's car caused by a consumer while the employee is on duty and/or on the Employer's premises up to a maximum of \$500.00. The employee must first submit any damage to their insurance and the Employer will not reimburse for any damage covered by insurance, or any damage which cannot be established as directly attributable to the Employer's consumers. However, if estimates of damage do not exceed Employee's insurance deductible, they shall not be required to submit a claim to their insurance carrier. Further, the Employer will not reimburse employees for damages caused when transporting a consumer if an Employer vehicle was available for that transport.

### **3.9 PROFESSIONAL LIABILITY INSURANCE**

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

### **3.10 TRIPS WITH CONSUMERS**

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

- A. Volunteers. If the Employer decides to arrange a trip with consumers, the number of volunteers needed will be determined based on consumer needs and levels of functioning. If an insufficient number of employees volunteer, the supervisor may volunteer or cancel the trip.
  
- B. Pay. Each employee who volunteers for such a trip shall be given identified paid working times. Such times shall be in at least eight (8) hour increments per day. Additional hours may be assigned according to program needs for adequate staff coverage.
  
- C. Meals. An employee who accompanies consumers on such a trip shall be permitted to eat with the consumers during their identified working time, and the cost of the meal shall be covered by the Employer.

- D. Expenses. The Employer shall assume the cost of any expenses related to the trip such as lodging, meals, entrance fees, etc., for all staff assigned to accompany consumers on the trip, when approved by a Supervisor as necessary to accomplish the trip.
- E. Alternate Worksite. If an employee does not accompany the consumers from their normal work site on such a trip and no consumer or alternate work remains at the worksite, the Employer shall attempt to provide an alternate work site while the consumers are gone.

### **3.11 LABOR/MANAGEMENT COMMITTEES**

#### A. Safety and Health Committee

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

#### B. Budget Develop Advisory Group (BDAG)

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

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

#### C. Health Care Committee (HCC)

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

The HCC will review a yearly analysis of the Hard Cap and 80/20 methods of employees' share of premium (per PA 152) and make a recommendation to Leadership. This recommendation will be based on the method (Hard Cap or 80/20) which results in the least overall cost to employees.

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



### **3.12 SCHEDULING, RELIEF HOURS**

- A. Relief Hours. For purposes of scheduling, each special part-time employee shall be assigned a program. "Relief Hours" shall be defined as the total of hours worked by an employee in a special part-time or casual position since the employee's last date of hire. Overtime shall be counted as straight time for relief hours' purposes. Relief hours will be updated at the end of each calendar quarter and shall then remain in effect until the end of the next calendar quarter.
- B. Temporary Assignment Distribution. Temporary assignments shall be offered in accordance with Section 2.5.

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

### **3.13 MEDICAL EXAMS**

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

duties, and shall not be admissible by either party for the purpose of determining whether the employee is eligible for disability benefits under the Workers' Compensation Disability Act or any disability insurance policy. The decision of the third doctor shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee, if not covered by the employee's insurance.

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

### **3.14 DRUG AND ALCOHOL TESTING**

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

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

1. Being on-duty with a blood alcohol content in excess of .02.

NOTE: The Employer maintains a policy of zero tolerance for substance abuse. Accordingly, an employee who reports to work who has the appearance of having used alcohol (for example, who has an odor of alcohol or who was observed apparently using alcohol) will be sent home without pay, and may be subject to progressive discipline upon repeated incidents. If such employee denies the use of alcohol, they may request to be allowed to take an Authorized Test, and the burden shall be on the Employer to establish that the employee's odor or appearance was to a reasonable certainty due to alcohol use or consumption.

2. Being on-duty with the presence of an illegal drug as defined in Section B.5, below, or drug as defined in Section B.3, below, in the employee's system.
3. Failing to report to the Employer within five (5) days following a conviction, that the employee has been convicted of a criminal alcohol or drug offense for a violation occurring in the workplace.

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

1. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.

2. Alcohol Test means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.
3. Drug means any of the following used without a prescription, or used in a manner inconsistent with prescribed use.
  - a. marijuana
  - b. cocaine
  - c. opiates
  - d. amphetamines
  - e. phencyclidine
  - f. any other substance listed as of the effective date of this Agreement in Schedules 1 and 2 of part 72 of the Michigan Public Health Code, being Sections MCL 333.7201 et seq., as may be amended. Upon ratification of this Agreement, the Employer shall obtain and provide copies of such schedules to the Union. If the listed schedules are amended during the term of this Agreement, the Employer may request the Union to discuss modification of this list.
4. Drug Test means a chemical test administered for the purpose of determining the presence or absence of a drug or illegal drug, or metabolites of a drug or illegal drug, in a person's bodily fluids.
5. Illegal Drug means a drug which was not prescribed by a person licensed for that purpose.
6. On Duty means being engaged in the performance of work responsibilities for the Employer, or being on call.
7. Refusal to consent to submit to a Drug and/or Alcohol Test means any of the following:
  - a. Failing to provide an adequate sample without an adequate medical explanation;
  - b. Engaging in conduct that obstructs the testing process;
  - c. Refusing to consent to be tested, where a test is requested in accordance with this Article.
8. Reasonable Suspicion means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used a Drug, Illegal Drug, or alcohol in violation of this Article 3.13.

9. Rehabilitation Program means an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.

10. Drug/Alcohol Testing Coordinator (DATC) means a person with special training and/or education in the area of substance abuse.

C. Authorized Tests. With regard to alcohol, only those tests (breath, blood, or urine) which are admissible in court shall be authorized. With regard to drug testing, the Employer shall either contract with a designated agency to collect samples or insure they have staff trained and proficient in ‘chain of custody’ procedures. Only chain of custody procedures which include a blood or urine test will be accepted as evidence a person violated this Article 3.13. Split samples will be taken and employees who test positive will be given an opportunity to arrange for a second test at their expense.

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

D. Procedure for Testing. The procedure for requiring an employee to submit to a drug and/or alcohol test shall be as follows:

1. Testing shall be performed for Reasonable Suspicion only.
2. The Employer shall designate one or more Drug/Alcohol Testing Coordinator(s) who shall, in addition to their normal training/education, be trained in what constitutes reasonable suspicion to test an employee suspected of violating this Article 3.13.
3. Any supervisor who suspects an employee is in violation of this Article 3.13 shall document their observations using the Supervisor’s Report of Reasonable Suspicion. Whenever possible the supervisor shall obtain corroboration from a second observer. The supervisor then removes the employee from the performance of their duties using caution to avoid undue embarrassment to the employee.
4. The supervisor contacts the DATC designated by the Employer and relays their observations and, when available, the observations of the second observer. Only after the DATC gives approval for testing will the employee be required to submit to a drug and/or alcohol test.
5. If the preceding conditions are met, the Employer shall give the employee the opportunity to explain the circumstances that comprise the Employer’s reasonable suspicion. The employee shall have the right of Union representation upon request. If the Employer is not satisfied with the explanation offered that the employee is not in violation of this Article 3.13, the Employer shall have the right to require the employee to consent to submit to appropriate testing, and to be tested upon such consent.

6. The supervisor will make arrangements to have the employee transported to the test site. Upon completion of the test, the employee will be returned to work in the event of a negative alcohol test, taken home, or taken to a place of the employee's choosing (if reasonable). If the test was a breath test for the presence of alcohol and the test result is positive, the employee shall be offered the opportunity to consent to an immediate confirmatory blood test. If not returned to work, the employee will be considered to be in an off-duty status upon completion of the testing.
  7. Failure to consent to testing or confirmatory testing shall be treated as a positive test result, and the employee shall be so advised in the event of a refusal of consent.
  8. If an employee is required to be tested and if the employee does not believe the Employer has a reasonable basis to require such testing, the employee may grieve such requirement. If an employee declines to be tested and is disciplined, and it is later ruled that the Employer did not have a reasonable basis for testing, any discipline for declining shall be rescinded and the employee made whole.
  9. Employees are not to be allowed to drive once the DATC concludes that testing is appropriate, except in the event of a negative alcohol test. An employee who submits to testing shall be suspended from active duty without pay until the Employer receives the test results. The employee may elect to use accrued PTO in lieu of unpaid time off. If the test result is negative the employee shall be reinstated and made whole.
- E. Positive Test Result and Reporting. Any positive result of any test will be reported by the testing agency to the employee first. This notification will be in person or via telephone. If the employee is not available for the telephone call, they will be notified in writing. Such written notification will include the ability of the employee to appeal the finding at their own expense and the proper procedure for making the appeal. The correspondence will be sent via certified mail. Once proof of notification has been received or five days after the correspondence has been mailed to the employee, the testing agency will notify the Employer by contacting the Chief Human Resources Officer or their designee.
- Once the Employer has been notified, the Chief Human Resources Officer or their designee shall proceed with the appropriate action. The employee will be given a second opportunity, with Union representation if requested, to explain why they tested positive prior to any further action taking place. If disciplinary action is to occur, the procedure of progressive discipline will be followed. Further, an employee who had not tested positive in the past may, in the Employer's discretion, be given the opportunity to complete a rehabilitation program as an alternative to discharge from employment, subject to any conditions the Employer may deem appropriate.
- F. Self-Reporting. An employee who voluntarily discloses to the Employer that they have a problem with alcohol or a drug (as defined by this Article) shall not be disciplined for such disclosure if, and only if, the problem is disclosed by the employee before the Employer has a Reasonable Suspicion for testing. At the Employer's request, the employee shall provide

written confirmation from a care provider of the existence of such problem. The emphasis in dealing with self-reporting of a problem shall be on rehabilitation and treatment. After such disclosure the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work. An employee may use this self-reporting provision no more than two times. An employee making a report remains subject to all testing requirements and provisions set forth in this Article after making a self-report, and may be disciplined as the result of any subsequent test, including a follow-up test.

### **3.15 NURSING CEUs**

- A. Nursing CEUs. The employer shall establish a program and provide funds to allow RNs to attain CEUs necessary to maintain Nursing licensure. The opportunities may be offered in-house or in conjunction with other area agencies. Two hundred dollars (\$200) per nurse per fiscal year will be allocated for CEUs.
- B. Unspent CEU Funds. On October 1<sup>st</sup> of each year, the amount of any unspent funds for CEUs shall be jointly determined with the assistance of a representative from the Finance Department. These funds shall be deposited into the RN CEU Fund.
- C. Accessing Funds.
  - A. Any bargaining unit nurse who will exceed their \$200.00 annual CEU allotment may request reimbursement in written from the RN CEU Fund on or before July 15<sup>th</sup> of that same year.
  - B. The maximum conference allocation to any bargaining unit nurse shall not exceed \$800.00 in a fiscal year.
  - C. If the requests for reimbursement exceed the available dollars, the funds shall be divided equally among all eligible bargaining unit nurses with outstanding requests.
  - D. In addition, any unspent dollars will be used for group opportunities for the bargaining unit RNs. These opportunities will include CEU for Agency-wide CEC Trainings and an Annual Retreat.
  - E. The total amount in the RN CEU Fund shall not carryover from one (1) fiscal year to the next more than twice the annual amount allocated for RN CEUs as defined by this section.
  - F. The annual cost of Essential Learning for RNs, will be applied to carry over funds, if available, prior to lapse.

## SECTION 4

### ABSENCES AND LEAVES

#### 4.1 ABSENCES AND LEAVES

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

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

(1) Cost Of Insurance For Leaves Less Than 30 Calendar Days

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

(2) Cost of Insurance For Leaves 30 Calendar Days or Longer

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

Option 1 - To Discontinue All Insurance Coverage

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

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

Option 2 - To Continue All or Part of Insurance Coverage

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

(3) Cost Of Insurance While On FMLA Leave

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

- B. Termination of Leave. The Employer may terminate a leave of absence if substantial evidence indicates that the leave is no longer applicable. The employee shall give the Employer at least seven (7) calendar days' advance notice of their intent to return to work upon the completion of the leave. The Employer will schedule the employee's return to work within seven (7) calendar days from the date the employee indicates they are able to return to work. These timelines may be waived by mutual agreement. The Employer may also request verification from the employee of their current status no more often than every thirty (30) calendar days. Such request shall be made via certified mail to the employee's last reported address. If the employee does not respond within five (5) working days, they shall be deemed to have voluntarily resigned.
- C. Return to Employment. The Employer shall provide the employee the opportunity to return to employment at their prior position, provided the employee returns within ninety (90) calendar days from the date the leave was commenced. The Employer shall provide the employee the opportunity to return to employment at a level comparable to the position held

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

D. Unpaid Leaves.

1. Illness Leave. An employee who is unable to work because of a non-occupational physical or mental illness or injury shall be entitled to a leave of absence up to a maximum of six (6) months. The maximum time for such leave of absence shall be twelve (12) months for an employee with three (3) years or more of seniority upon commencement of the leave. In all cases of illness leaves, the employee must provide their supervisor with a certificate from their physician attesting to the seriousness of the illness, with recommendation for a leave of absence. Such certification must also indicate the anticipated duration of the leave.
2. Educational Leave. An employee may be granted a leave of absence, at the Employer's sole option, up to a maximum of two (2) years to pursue a full-time educational program, provided the field of study is related to mental health and the job they are currently performing or one for which a classification exists and they have an obvious potential of filling.
3. Prolonged Illness in Immediate Family. An employee may be granted a leave of absence, up to a maximum of six (6) months, to attend to the physical or mental health needs of a member of their immediate family. Immediate family in this case is defined as: spouse, parent, sibling, child or other relative or person in a similar relationship whose primary place of residence is the household of the employee. Requests for such leaves must be submitted to the employee's supervisor with certification from the attending physician stating that the employee's attendance is required and the anticipated duration of the leave.
4. Union Leave. One (1) employee designated by the Union shall be entitled to take up to ten (10) hours per week of leave without pay to handle Union business, provided the employee's work schedule is approved in advance by their supervisor. The Employer shall not be obligated to grant a Union leave to more than one (1) employee from the Large, Residential and RN bargaining units. Any

changes in the initially approved work schedule must be submitted by the employee to their supervisor at least two (2) weeks in advance of any proposed changes and must be approved by the employee's supervisor prior to implementation. During the time the employee is on Union leave in accordance with this provision, they will be paid by the Employer only for hours worked for the Employer; however, fringe benefits will remain in force at the same level as they existed prior to the granting of such Union leave. Any other compensation to be provided to the employee will be the responsibility of the Union. The employee on Union leave shall not be disruptive of programming or staff in any manner. Therefore, any Union business involving employees other than the person on approved Union leave must be conducted during the affected employee(s) non-duty hours.

- a. The Union may elect the option to have the wages paid by the Employer and reimbursed by the Union. The Union shall put the election of the option in writing and provide it to the Chief Human Resources Officer at least two (2) weeks prior to the pay date.
- b. The Union shall reimburse the Employer for the applicable wages. The Union shall pay the standard fiduciary fee charged to all agencies for the applicable wages to compensate the Employer for any administrative costs incurred. Any overtime or compensatory time shall not be reimbursed by the Union.
- c. Working Additional Hours- An employee on Union leave shall work additional hours as outlined above.
  - i. If the Union elects to have the Union leave wages paid by the Employer and reimbursed by the Union, the employee on union leave shall not work additional hours unless requested by the Employer. The employee shall be eligible for overtime and compensatory time for such hours as outlined under Section 3.2 Overtime for Employees without Reimbursement by the Union.
  - ii. If the Union does not elect to have the Union leave wages paid by the Employer, the employee may work additional hours for the Employer.

5. Worker's Compensation Leave. An employee who is unable to work because of an occupational physical or mental illness or injury shall be entitled to a leave of absence for the duration of the time that they are eligible to receive worker's compensation benefits.

E. Maternity Leave. Disability caused or contributed by pregnancy, miscarriage, abortion, or childbirth and recovery there-from shall be treated on the same terms and conditions as are applied under Section 4.7, Paid Time Off, and Section 4.1 D, Illness Leave.

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

#### **4.2 FAMILY MEDICAL LEAVE ACT**

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

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

#### **4.3 SABBATICAL LEAVE**

Following five (5) years of continuous full time employment or its equivalent (10,400 hours) with the Community Mental Health Authority, a regular full-time or regular part-time employee shall be eligible for a Sabbatical Leave, provided the employee has had no more than a total of one hundred eighty (180) days of unpaid leave in the three (3) years prior to the date the leave is requested, subject to the following conditions:

- A. Requests. The employee must request the leave at least sixty (60) days in advance of the beginning date of leave. The request must include the employee's plans for the duration of the leave, and where the employee will be located.

- B. Length of Leave. The time period of the leave is for a minimum of three (3) months and a maximum of twelve (12) months and must be determined prior to the commencement of the leave.
- C. Purposes. A Sabbatical Leave may be granted to an employee to do research, study, travel, work for another mental health agency on a temporary basis, or related endeavor. However, Sabbatical Leave shall not be granted to an employee to begin or expand private practice activities, to accept permanent employment elsewhere, or for formal educational purposes.
- D. Compensation. An employee will not receive pay during the Sabbatical Leave, but will continue to be covered by health, life, optical, disability, and dental insurance with the cost borne by CMHA-CEI to the extent that such costs are paid for employees not on leave. CMHA-CEI shall not be obligated to provide insurance benefits for an employee on Sabbatical Leave to the extent that the employee is eligible for such benefits through another Employer.
- E. Seniority. Seniority will continue to accrue for an employee on Sabbatical Leave.
- F. Replacement Employees. A temporary employee may be hired to replace an employee on Sabbatical Leave. The temporary employee will not be eligible for fringe benefits.
- G. Return from Leave. An employee will be placed in their former position upon return from a Sabbatical Leave. The employee shall submit a report on their activities during the Sabbatical Leave upon returning to work.
- H. Number of Leaves Approved. The Employer shall not be obligated to grant any Sabbatical Leave requests that would result in more than two (2) bargaining unit RNs being on leave at the same time. Further, the Employer shall not be obligated to grant more than one (1) Sabbatical Leave every five (5) years per employee.
- I. Approval Priority. Approved Sabbatical Leaves shall be granted on a "first come, first served," basis.
- J. Fringe Benefits. In order for an employee to qualify to have fringe benefits paid by the Employer during the term of the Sabbatical Leave as noted above, the employee must return to work upon completing the Sabbatical Leave and must remain back at work for a minimum of one (1) year or an amount of time equal to the Sabbatical leave, whichever is less. Failure to return to work, or upon returning, failure to remain an employee of the Board for a minimum of one (1) year or an amount of time equal to the Sabbatical leave, will cause the employee to be liable for the cost of all fringe benefits paid for by the Employer during the term of the Sabbatical Leave. A plan for repayment may be developed between the Employer and the affected employee; however, failure to complete payment for fringe benefits by the employee prior to termination will be grounds for the Employer to withhold payment from accrued vacation or other compensation due the employee at time of termination and/or pursue other legal remedies for collection of fringe benefit costs.

#### **4.4 VOLUNTARY UNPAID LEAVE PROGRAM**

Voluntary unpaid leave is permissible subject to the following conditions:

- A. Dollar Savings. Substantial Dollar Savings must be provided in order for requests to be considered, i.e. replacement staff cannot be hired for the person who is on the voluntary unpaid leave.
- B. Leaves Permissive. Requests for unpaid leaves are permissive, that is, they may, or may not, be granted by the employee's supervisor based upon programmatic needs. Leaves may, or may not, be granted back to back with vacations, depending upon programmatic needs.
- C. Approvals. All requests must be approved by the employee's supervisor, Program Director, and the Human Resources Department in advance.
- D. Accumulations. Normal PTO accumulations will continue during the voluntary unpaid leave.
- E. Overlapping Requests. If overlapping requests are received within the same unit, seniority within the unit will determine who may take leave.
- F. Duration. Unpaid leaves of absence generally may not exceed four (4) weeks or 160 hours in any calendar year.
- G. Increments. One (1) hour increments are the minimum recommended number of hours to take at any one time.
- H. Human Resources Department. All requests must be received by the Human Resources Department one (1) week prior to the leave.
- I. Examples of types of requests that might be submitted
  - 1. One (1) week (40 hours); or four (4) weeks (160 hours).
  - 2. Four (4) hours every Friday.
  - 3. Eight (8) hours every Monday.
  - 4. Any other variation that is not disruptive of program services in the opinion of the supervisor.
- J. Form. Employees wishing to request an unpaid leave of absence may do so by filling out the form available from their supervisor.

#### **4.5 BEREAVEMENT LEAVE**

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

- A. Immediate Family. Five (5) days Bereavement Leave for spouse, child, parent or for a member of the employee's immediate household.
- B. Other Family. Three (3) days Bereavement Leave for sibling, parent-in-law, sibling-in-law, grandparent or grandchild. For purposes of the section, an Other Eligible Individual's (as defined below) family shall be considered "in-law".
- C. Other Eligible Individual (OEI). For purposes of this section, OEI's family shall be considered "in-law". Employees may have one (1) OEI for bereavement purposes, if ALL of the following eligibility criteria are met:
  - Employees who are married may NOT have an OEI;
  - The OEI may not be married to anyone else;
  - The OEI currently resides in the same residence as the employee and has done so for the last 12 months;
  - The OEI is not a renter, boarder, or tenant of the employee;
  - The OEI is not a "dependent" of the employee as defined by the IRS; and
  - The OEI is not eligible to inherit from the employee under the laws of intestate succession in the State of Michigan.
  - Excluded from being the employee's OEI are the employee's children, grandchildren, parents, siblings, nieces/nephews, aunt/uncles, cousin and grandparents.
- D. Employee Pall Bearer. One half (1/2) day Bereavement Leave for an employee who is selected to be a pall bearer for a deceased employee.
- E. Union President. One half (1/2) day Bereavement Leave for the Union President, or their designee, in the event of the death of a Bargaining Unit employee to attend the funeral.
- F. "Step" Relationships. For purposes of this section, a "step" relationship shall be considered to be "immediate family".
- G. Consumer Funerals. In the event of the death of a current consumer, employees working directly with that consumer shall be allowed to attend the consumer's funeral during the employee's regular work hours. However, attendance at such funerals shall not interfere with the employee's availability to escort other consumers to the funeral.

#### **4.6 JURY DUTY**

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

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

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

#### **4.7 HOLIDAYS AND HOLIDAY PAY**

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

- |                               |                                       |
|-------------------------------|---------------------------------------|
| 1. New Year's Day             | 8. Veterans' Day                      |
| 2. Martin Luther King Jr. Day | 9. Thanksgiving Day                   |
| 3. Presidents' Day            | 10. Friday following Thanksgiving Day |
| 4. Memorial Day               | 11. The Day before Christmas Day      |
| 5. Juneteenth                 | 12. Christmas Day                     |
| 6. Independence Day           | 13. The Day before New Year's Day     |
| 7. Labor Day                  |                                       |

B. Observed Holidays Not Worked.

1. Regular full-time employees who are not required to work on the above observed holidays will receive eight (8) hours pay at their regular base rate for the holiday.
2. Regular part-time employees who are not required to work on the above observed holidays will receive pro-rated pay based on their employment status at their regular base rate for the holiday. Thus, an employee whose status is one-half (1/2) time shall be paid for four (4) hours on a holiday they are not required to work.
3. Hours paid to employees for not working on an observed holiday under this subsection shall be reduced by any hours worked on an observed or calendar holiday for which employees earn Compensatory Time or are paid at the rate of time and one-half (1 ½)

*Illustrative Statement 2005 - For example, an employee whose status is one-half (1/2) time would normally be paid for four (4) Hours on an observed holiday they are not required to work. The employee works for two (2) hours on either the observed or calendar holiday. The employee would receive two (2) hours of pay at*

*their base rate under 4.7.B Observed Holidays Not Worked in addition to any other compensation the employee is entitled to under other subsections of 4.7 Holidays and Holiday Pay.*

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

2. A special part-time employee who is in a temporary assignment shall receive holiday pay if the program in which the employee is working is closed for the holiday.

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

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

#### **4.8 PAID TIME OFF**

A. Hours Earned. All employees covered by this agreement shall earn paid time off in accordance with the following schedule:

1. During the first (1st) year of employment, an employee shall earn 7.69 hours for every eighty (80) hours paid.
2. Commencing with the second (2nd) year of employment and through the third (3rd) year of employment, an employee shall earn 9.23 hours for every eighty (80) hours paid.
3. Commencing with the fourth (4th) year and through the sixth (6th) year of employment, an employee shall earn 9.85 hours for every eighty (80) hours paid.
4. Commencing with the seventh (7th) year and through the ninth (9th) year of employment, an employee shall earn 10.46 hours for every eighty (80) hours paid.
5. Commencing with the tenth (10th) year of employment and thereafter, an employee shall earn 10.77 hours for every eighty (80) hours paid.
6. Commencing with the fifteenth (15th) year of employment and thereafter, an employee shall earn 11.08 hours for every eighty (80) hours paid.
7. Commencing with the twentieth (20th) year of employment and thereafter, an employee shall earn 11.38 hours for every eighty (80) hours paid.

- B. Use. Paid time off may not be used before it is earned as set forth above.
- C. Rate of Pay. Employees will be paid their current rate of pay while on paid time off and will receive credit for any and all benefits provided for in this agreement.

D. Scheduled Time Off.

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

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

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

E. Unscheduled Time Off.

1. Use of Time. An employee is eligible for unscheduled paid time off upon approval of their immediate supervisor for absences due to illness or injury to the employee, their spouse, their child, or for a member of the immediate family residing in the same household. When unscheduled paid time off is requested for the illness of a spouse or immediate family member, the employee shall provide the supervisor with a physician's statement immediately upon return to work. An employee shall inform their immediate supervisor of their inability to work prior to the start of their shift, however; when circumstances beyond the employee's control prevent such notification. In unusual circumstances, this requirement may be waived provided that failure to notify their immediate supervisor within two (2) working days shall be cause for denial of pay for the period of absence, and/or discipline or dismissal.
2. Doctor's Certification. The Employer retains the option to require a doctor's certification of illness and/or fitness to return to work when there is a reason to believe an employee is abusing unscheduled time off, when the request for unscheduled time off is long-term, or when the Employer believes there is some question regarding the ability of the employee to do their required job upon return to work from unscheduled paid time off.
3. Disability/Worker's Compensation. Under no circumstances shall an employee receive paid time off while they are receiving benefits from the Employer's disability insurance plan or workers' compensation plan.

4. Abuse. An employee who abuses paid time off or fails to produce physician's certification when required to do so, as specified in this Section of the Agreement, will not be paid for the time in question and may be subject to disciplinary action.

F. Accumulation and Carry-Over.

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

G. Paid Time Off Buy-Out.

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

1. An employee shall receive one (1) hour of pay for each one (1) hour converted.
2. An employee may convert up to eighty (80) hours each December.
3. Employees may not convert paid time off hours in any amount that would reduce their paid time off below 200 hours.

H. Paid Time Off Donations.

1. An employee may donate accumulated PTO hours at any time to the Illness Leave Bank or directly to any 459 Bargaining Unit member through the Illness Leave Bank provided:
  - a. No more than one hundred twenty (120) hours of accumulated PTO is donated per calendar year.
  - b. Accumulated PTO hours are donated in hourly increments.
  - c. Accumulated PTO hours are not donated within thirty (30) calendar days of termination. Any hours donated during this period shall be voided.
2. An employee may receive Sick Leave from the Illness Leave Bank provided:
  - a. The employee has been on illness leave, an approved leave under Section 4.1. D.3. Prolonged Illness in Immediate Family, or a leave to care for a family member that qualifies under the Family Medical Leave Act leave for ten (10) consecutive calendar days or more beginning with the employee's absence on their first scheduled day of work.

For example, an employee is scheduled to work Monday, Wednesday and Friday. They work a partial day Monday due to illness. Their illness leave would begin Wednesday.

- b. The employee has used or will use all of their accumulated PTO hours, Personal hours and Compensatory Time and the injury or illness disability is not covered by Workers' Compensation.
- c. Illness Leave Bank hours may be requested only:

In the event that leave is for a duration, which is equal to or greater than ten (10) consecutive calendar days or equal to or less than the thirty (30) consecutive calendar days beginning with the employee's absence on their first scheduled day of work.

The maximum amount of hours that an employee would be eligible to receive is twenty-two (22) days, pro-rated based on the employee's full-time equivalent status (FTE).

Illness Leave Bank hours may not be used to cover the same period of time an employee is receiving disability payments.

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

I. Termination.

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

J. Prior Sick Leave Account.

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

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

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

#### **4.9 PERSONAL LEAVE WITH PAY**

- A. Effective January 1, 2004, employees covered under this Agreement (except Special Part-time employees) shall receive hours of paid personal leave each year per F.T.E. This time shall be accredited to the employee on January 1<sup>st</sup> of each year.
- B. All existing employees shall receive sixteen (16) hours of paid personal each year per F.T.E. Personal leave is computed for new employees on the following basis during their first year of employment:

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

- C. Part-Time Employees. All part-time employees covered by this Agreement shall earn pro-rata personal time based on hours worked.
- D. Personal leave is not accumulated and must be used before December 31<sup>st</sup> or it will be lost.
- E. Employees covered under this Agreement (except Special Part-time employees) shall receive additional days of paid personal leave each year per F.T.E. This time shall be credited to the employee on January 1<sup>st</sup> as follows:
  - 1. One (1) additional day (over and above the number of personal days the employee was receiving) upon reaching ten (10) years or more of seniority. Maximum of three (3) days.

2. One (1) additional day (over and above the number of personal days the employee was receiving) upon reaching fifteen (15) years or more of seniority. Maximum of four (4) days.
- F. The Employer may not deny requests to use personal leave with pay. Employees are required to notify their direct supervisor when using personal leave with pay. The Employer shall not impose any additional notice requirement.

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

A. Advancing PTO Leave

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

B. Free Paid Days Off

Special Part-Time employees, who qualify for Workers' Compensation benefits due to an injury by a CMHA-CEI client, will be given paid days off to cover the waiting period (the first six days) and will not be required to pay the hours back. 42.88 hours is the maximum number of hours that can be provided, generally 5.36 hours per day. These free hours are calculated at the same rate as Workers' Compensation (i.e. two-thirds). The hours granted shall be determined by the days the employee was scheduled, if the employee is scheduled in advance. If not scheduled in advance, the number of hours per week average over the prior two pay periods will be used to calculate pay. Employees who qualify for free paid days off shall submit a written request with their time card and write in the number of hours requested under the "other" section of the time card.

#### **4.11 AGENCY CLOSURE FOR WEATHER**

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

## **SECTION 5**

### **COMPENSATION AND BENEFITS**

#### **5.1 LIFE INSURANCE COVERAGE**

A. Full-time Employees.

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

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

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

**5.2 HEALTH CARE COVERAGE**

- A. Plans. Each regular full-time and regular part-time employee may choose to be covered by employer provided health care plans:
  - 1. Health care plan with \$10.00 co-pay on office visits, \$10.00 co-pay on generic/\$20.00 co-pay on brand name/\$40.00 co-pay on brand name non-formulary prescription drugs, \$35 urgent care co-pay and \$75 emergency room co-pay. Plan includes employer funded health reimbursement account (HRA) with a portion of the deductible to be paid by the employee.
  - 2. Health care plan with \$10.00 co-pay on office visits, \$10.00 co-pay on generic/\$20.00 co-pay on brand name/\$40.00 co-pay on brand name non-formulary prescription drugs, \$35 urgent care co-pay, and \$75 emergency room co-pay. The full annual deductible shall be paid by the Employer through a health reimbursement account (HRA.)
  - 3. High Deductible Health Plan (HDHP) with negotiated deductibles. Employees may choose to establish a Health Savings Account (HSA.)

- a. Effective plan year 2019—employer to fund a portion of the deductible into employee’s HSA account: \$1000 annually for single coverage and \$2000 annually for double and family coverage.

B. Premiums.

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

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

Effective January 1, 2014 and through the term of this Agreement, the Employer’s portion of the Base Plan cost shall be determined using Section 15.563 of Public Act 152 of 2011. If the “hard cap” method is applied, any employee portion of the remaining costs shall be calculated using the weighted average of premium method as outlined in the Employer’s document titled “Effects of PA 152 as of 2011” distributed at the joint labor/management Health Care Committee meeting on February 25, 2013 hereinafter (hereinafter referred to as “the weighted average hard cap method”). If the “80/20” option is selected, it shall be applied to each plan and class of coverage (i.e., the employer will pay no more than 80% of the premium of single, 2-person, or family coverage).

2. Employees may elect non-Base Plan Coverage.

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

3. Base Plans. The Base Plans shall be:
  - Effective plan year 2019: High Deductible Health Plan (HDHP)

4. A Flexible Premium Account shall be established for any premium co-pay that is eligible to be paid with pre-tax dollars.
5. If allowed by the carrier, with no cost to the Employer, a rider allowing members of the employee's household, who are not otherwise covered, shall be added to each plan. Such member of the employee's household must meet the eligibility requirements of the plan. An employee who is eligible to have such member of the employee's household covered must pay through payroll deduction for any additional premium costs due to the coverage. Other Eligible Individuals (OEI) shall not be covered by this section.
6. If allowed by the carrier, a rider allowing Other Eligible Individuals (OEI) or the equivalent and their dependents, if any, shall be added to each plan. The OEI must meet all of the following eligibility requirements.
  - a) The OEI must meet the age requirement of the carrier, and is mentally competent to consent to contract.
  - b) The employee and the OEI must have continuously shared a residence for a minimum of eighteen (18) months immediately prior to the date coverage is requested.
  - c) OEI is not eligible to inherit from the Employee under the laws of intestate succession in the State of Michigan.
  - d) OEI is not related by blood to a degree of closeness that would prevent legal marriage in Michigan.
  - e) Neither Employee nor OEI is married (even if legally separated).
  - f) The OEI is not a "dependent" of the Subscriber as defined by the Internal Revenue Service.
  - g) Evidence that at least THREE (3) of the following are true (three of A, B, C, or D):
    - A. Employee and OEI have a common or joint ownership of their primary residence (home, condominium, or mobile home)
    - B. Employee and OEI have at least TWO (2) of the following arrangements (two of 1,2,3, or 4):
      - 1) Joint ownership or lease of a motor vehicle; or
      - 2) Joint bank account(s); or

- 3) Joint credit card account: or
- 4) A lease for a residence identifying both the Employee and OEI as tenants
- OR-
- C. The OEI has been designated as the primary beneficiary for at least TWO (2) of the following (two of 1,2, or 3):
  - 1) Employee’s life insurance; or
  - 2) Employee’s will or living trust; or
  - 3) Employee’s MERS retirement contract
  - OR-
- D. Evidence that the Employee and OEI have mutual durable power of attorney for health care and financial management for each other.

C. Part-Time Employees.

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

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

**SCHEDULE OF ADDITIONAL PART-TIME ELECTIVE CO-PAYS**

<b><u>Date hired or transferred into part-time Employment Status</u></b>	<b><u>Regularly Scheduled Hours</u></b>	<b><u>Co-Pay for Electing Additional Coverage</u></b>
<b>Prior to 8/13/94</b>	At least 20 but less than 30 hours	10% of the hard cap amount of the elected coverage for two-person/family coverage, subject to subparagraph 3, below.

<b>Prior to 8/13/94</b>	At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. 5% of the hard cap amount for family coverage, subject to subparagraph 3, below.
<b>After 8/13/94</b>	At least 20 but less than 30 hours	Option to purchase two-person or family coverage at the co-pay cost of the difference between the single base plan premium rate and the premium rate of coverage elected.
<b>After 8/13/94</b>	At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. Option to purchase family coverage at the co-pay cost of the difference between the two-person base premium rate and the premium rate of coverage elected.

Effective January 1, 2014 if “80/20” is applied, a part-time employee choosing a non-base plan shall pay the same premium co-pay paid by a full-time employee who elects a non-base plan (e.g. part-time employees hired or transferred prior to 8/13/94 will pay 20% of the premium for coverage elected and part-time employees hired or transferred after 8/13/94 will pay 20% of the premium for coverage eligibility), and **in addition**, shall pay any co-pay required of a part-time employee pursuant to the schedule set forth below.

**SCHEDULE OF ADDITIONAL PART-TIME ELECTIVE CO-PAYS**

<b><u>Date hired or transferred into part-time Employment Status</u></b>	<b><u>Regularly Scheduled Hours</u></b>	<b><u>Co-Pay for Electing Additional Coverage</u></b>
<b>Prior to 8/13/94</b>	At least 20 but less than 30 hours	10% of base plan two-person or family premium rate whichever is elected, subject to subparagraph 3, below.

<b>Prior to 8/13/94</b>	At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. 5% of the premium amount for family coverage, subject to subparagraph 3, below.
<b>After 8/13/94</b>	At least 20 but less than 30 hours	Option to purchase two-person or family coverage at the co-pay cost of the difference between the single base plan premium rate and the premium rate of coverage elected.
<b>After 8/13/94</b>	At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. Option to purchase family coverage at the co-pay cost of the difference between the two-person base premium rate and the premium rate of coverage elected.

3. An employee hired or transferred into their position prior to 8/13/94 shall not pay more than called for a similar employee hired or transferred after 8/13/94. This provision shall also apply to all part-time employees including Residential employees and any employee who transfers to the RN Unit as a part-time employee or any full-time employee of the RN Unit who is involuntarily reduced to a part-time position pursuant to lay-off.

D. Special Part-Time Employees

Special part-time employees within the Bargaining Unit that have averaged twenty (20) hours or more per week for two (2) consecutive calendar quarters prior to enrollment, shall be entitled to enroll in the Employer's health care coverage and may cover their family under such coverage, provided the employee pays a full monthly premium cost through payroll deduction. Employees who elect to purchase such health care coverage must enroll in the health care program within thirty (30) days after they become eligible under this paragraph, or they may then only enroll in the next open enrollment period, provided they have met the twenty (20) hours per week average for the two (2) consecutive calendar quarters prior to such open enrollment. An eligible employee who exercises this option shall maintain such health care coverage for at least one (1) year, or the length of their employment as a special

part-time employee (whichever is less). Failure to maintain coverage for the required period shall result in an employee being ineligible to exercise this option in the future. Failure to provide payment to the Employer for any premium amount which can not be collected through payroll deduction by the end of the applicable month will also result in the employee's ineligibility for exercising this option in the future.

E. Health Care Buy Out. Employees that are eligible for Employer paid health care coverage including OEI coverage may elect the following health care buy out in lieu of such coverage:

1. Effective plan year 2019: Employees who are receiving health care from another source shall have the option of receiving, instead of health care, a negotiated flat rate monthly payment. This payment will be with the second paycheck of each month.
2. At the employee's option, and as an alternative to option one (1) above, the payment may be received as wages, deposited as an equivalent amount into the employee's deferred compensation account or an equivalent amount deposited into the employee's dependent care assistance account (up to the IRS limit).
3. Employees who choose option one (1) or two (2) above shall sign a form attesting to their alternative health care coverage and waiving the Union and the Employer of any liability.

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

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

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

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

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

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

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

4. It is expected that employees who choose this option shall not re-enroll for at least a one-year period unless they lose their alternative coverage.
  5. Employees who choose the monthly payment instead of health care for their family members and who subsequently lost their alternative health care for their family members shall be allowed to re-enroll the month following the loss of alternative coverage.
- G. Medical Flexible Spending Account. All Bargaining Unit employees shall be allowed to participate in the current Medical Flexible Spending Account. Annual deposits to this account shall not exceed the limit currently in effect. Any change must be agreed to by the Union and the Employer.

### **5.3 RETIREE HEALTH CARE**

- A. Retiree Health Insurance. Retirees shall be allowed to continue health insurance coverage through the Employer's group plan (at their own expense) without time limit (Employer will not apply COBRA time limits). Retirees may pay by check or electronic fund transfer.
- B. Accessing Benefits
1. Any retiree who is eligible will be allowed to purchase health care an amount determined by the Union less than the cost, provided there are funds available in the Retiree Health Care Account to cover the full amount of the offset.
  2. In order to be eligible for the discount, a former employee must:
    - a. Retire from employment with CMHA-CEI after October 1, 1991.
    - b. Be in a Residential, RN or Large Bargaining Unit position for ten (10) years, including the five (5) prior to retirement.
    - c. Buy health care through CMHA-CEI.

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

C. Funding

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

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

**5.4 DISABILITY INSURANCE**

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

## **5.5 RETIREMENT**

- A. **MERS Plan.** Employees shall be covered by the Municipal Employees Retirement System Plan B-4 with V-6. An employee shall receive one (1) month of credited service for every month they are paid for forty (40) hours. The Employer agrees to abide with all the terms and conditions of that program or a similar retirement plan with the Municipal Employees Retirement System or provided by another carrier which is no less favorable than the current plan.

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

- B. **Cost.** The total cost for the Municipal Employees Retirement System plan currently in effect will be borne by the Employer, except that employees shall pay 4.8% of all compensation through payroll deduction using pre-tax dollars in order to cover the cost of the difference between ten year vesting and V-6, and the difference between B-2 and B-4.
- C. **Other Plans.** The Employer and the Union agrees that the Municipal Employees Retirement System (MERS) plan may not offer as great a return for Bargaining Unit employees as other competing plans and/or systems. Therefore, the Employer and the Union agree to explore other equivalent type plans and/or systems if and when, Community Mental Health Authority is legally able to withdraw from the Municipal Employees Retirement System.

## **5.6 LONGEVITY**

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

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

- A. **Computation.** The longevity bonus shall be computed as outlined in subsection G below.
- B. **Employment Date.** The longevity bonus shall be computed from the employee's original date of continuous permanent employment in a regular part-time and/or full-time position.
- C. **Payment.** Following the completion of five (5) years of continuous service, employees shall receive annual longevity bonus payments as provided in the schedule.

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

	<u>FULL-TIME</u>		<u>PART-TIME</u>	
5 years through 9 years	4%	\$1040	2%	\$520
10 years through 14 years	6%	\$1560	3%	\$780
15 years through 19 years	8%	\$2080	4%	\$1040
20 years and over	10%	\$2600	5%	\$1300

- H. Transfers. Employees who meet the eligibility requirement for the initial longevity check and transfer from part-time to full-time status, or from full-time status to part-time status during the year shall receive a pro-rated payment, receiving the full-time rate for the months the employee is full-time for the majority of the month, and receiving part-time rate for the months the employee is part-time for the majority of the month.

Employees that transfer into the Large or RN Units from the Residential Unit, the Local 512 Supervisors Unit, or a non-represented unit shall receive their Longevity bonus on their anniversary date. Longevity payments made which include a transfer in the twelve (12) months prior to the anniversary day will be prorated and paid at the rate for earned while in each position

**5.7 COMPENSATION**

- A. Salary Schedule. Each employee shall be placed in the step according to the salary schedule of this Agreement within the code corresponding to their classification according to their

anniversary date, which is the employee's original date of continuous permanent employment.

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

- B. Reclassifications. If an employee is reclassified to a higher classification, such employee shall be placed in a step within the salary schedule corresponding to such classification, so as not to result in any decreases in the employee's salary.
- C. Working in Higher Classification. If an employee is temporarily assigned to a higher classification for a period of time greater than thirty-one (31) calendar days and that employee is then permanently reclassified to a higher classification, they shall be placed on the step within the salary schedule corresponding to the classification that results in an increase of at least seven (7) percent, but in no event higher than the highest step for the classification.
- D. Retroactive Effect. The benefits provided by this Agreement shall be effective as of the effective date of this Agreement unless otherwise stipulated. No benefits of any nature, whether fringe benefits, by way of example and not limitation, or any other, shall be retroactive.
- E. Initial Step Level. The original hire date of an employee into any position shall be at the minimum rate of the classification, provided that in exceptional circumstances, an employee may be placed at a higher step level due to previous experience as determined in the sole and absolute discretion of the Employer.
- F. Steps. The date of beginning continuous employment in a regular part-time or regular full-time position shall be used to determine salary step placement for a new employee. This shall be the classification date for employees hired prior to the effective date of this Agreement. For all other benefits under this Agreement, the date of beginning continuous employment in a regular part-time or regular full-time position with the Employer shall be used and shall be deemed to be the date of hire for all employees. Special part-time employees shall be placed on the salary steps based on the number of hours worked in their position, with one thousand eight hundred (1,800) hours worked equaling one (1) year. Notwithstanding the above, special part-time employees that were employed by the Board on or before December 31, 1990, and remain continuously employed with the Board thereafter, shall be placed on the steps based on their date of hire, with each full calendar year from the date of hire equaling one (1) year. No employee shall have their current step level reduced under this paragraph. In the event a special part-time employee is hired into a regular position, such employee shall be given credit for their continuous service in the special part-time position unit with regard to placement on the salary schedule for their new regular

positions. It is expressly understood that special part-time employees shall not be entitled to any fringe benefits pursuant to this Collective Bargaining Unit, including the benefits outlined in Section 4 and 5 of this Agreement and any letters of understanding between the parties, except to the extent any such benefits are expressly designated as being applicable to special part-time employees, and also except as to the benefits set forth in Sections 4.1.D, E, and F (Unpaid Leaves); Section 5.8 (Deferred Compensation, to the extent permitted by the approved Deferred Compensation Plan); Section 5.11 (Psychiatric Outpatient); and Section 5.12 (DCAP, to the extent permitted by such plan).

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

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

## **5.8 DEFERRED COMPENSATION**

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

## **5.9 DENTAL COVERAGE**

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

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

- B. Part-Time Employees. Any regular part-time employee who is normally scheduled to work thirty (30) hours or more shall be allowed to receive dental coverage by paying the premium themselves. Such an employee must continue the insurance for a minimum of two (2) years unless the employee quits or obtains alternative coverage.
- C. Full-Time to Part-Time. An employee who moves from regular full-time to regular part-time or special part-time shall be allowed to continue their dental coverage by paying the premium through payroll deduction.
- D. Dental Buy Out. A Dental Buy Out shall be established. The terms shall be the same as the Health Care Buy-out, as provided in Section 5.2 E, except that alternative coverage is not required and that any employee may only re-enroll during open enrollment.

- E. Retiree Benefit. Retirees shall be allowed to purchase dental insurance through the Employer by paying the premium themselves, provided such option shall be available through the dental insurer.

### **5.10 OPTICAL COVERAGE**

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

### **5.11 DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)**

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

### **5.12 SHIFT DIFFERENTIAL**

- A. Shift Differentials. The Employer shall pay the following shift differentials:

\$1.00 hour for shifts actual hours worked between 5:00 p.m. - 12:00 midnight  
\$1.25 hour for shifts actual hours worked between 12:00 midnight - 8:00 a.m.

Weekend Differential. The Employer shall pay \$1.50 hour for actual hours worked between 5:00pm Friday – 8:00am Monday.

- B. Hours Eligible. Only actual hours worked between the times noted in paragraph A are eligible. On-call work is excluded.
- C. Shift differential pay applies to all twenty-four (24) hour programs.

### **5.13 TAXES ON LONGEVITY BONUSES**

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

### **5.14 SUPPLEMENTAL INSURANCE**

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

### **5.15 STUDENT DEBT RELIEF SCHOLARSHIP**

- A. Employees shall have the opportunity to apply for a student debt relief scholarship.
  - 1. Eligible employees' applications must be received by the HR Department by September 15th of each year.
  - 2. In October of each year, the Union and the Employer shall randomly select ten (10) employees to be awarded a one thousand dollars (\$1000) scholarship.
  - 3. The employee must be employed at the time the scholarship funds are awarded the following February. Payment will be sent directly to the employee's student loan servicer.
- B. Eligibility
  - 1. The employee must have obtained a degree from an accredited college or university in a field of study in which a current CMHA-CEI classification exists and they have an obvious potential of filling.

2. The employee must have at least \$1000 in student loan debt from either a Government (Federal, State, or local) Subsidized Student Loan or a Private Commercial Student Loan lender.
  3. The employee must have been employed in a bargaining unit position for five (5) years.
  4. The employee must be current on their student loan payments with no missed or late payments within the last rolling twelve months prior to the October drawing date.
  5. An employee is only eligible to receive one scholarship in their lifetime.
- C. Funding. The Employer shall fund \$10,000 annually into the joint Large/Residential/RN Unit Student Debt Relief Scholarship Fund.

## **SECTION 6**

### **MISCELLANEOUS**

#### **6.1 MISCELLANEOUS**

- A. Successor Clause. This Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of the law, and in the event of Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.
- B. Headings. The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.
- C. Legality. This Agreement is subject to the United States and Michigan Constitutions, Federal and State Laws.
- D. Savings Clause. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, by any court of competent jurisdiction or through government regulations or decree, the validity of the remaining provisions of this Agreement shall not be affected thereby.

## SECTION 7

### TERMINATION AND MODIFICATION

#### 7.1 TERMINATION AND MODIFICATION

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

**LETTER OF UNDERSTANDING**

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

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

**WHEREAS**, the Collective Bargaining Agreements call for Longevity Bonuses to be distributed once per year, and

**WHEREAS**, the Employer and the Union desire to change to a system where Longevity Bonuses are distributed by seniority dates, and

**WHEREAS**, the Employer has stated it cannot make such a change due to the Payroll Computer System currently in place,

It is agreed as follows:

- 1) If the Payroll Computer System used by the Employer changes to give the Employer the ability to administer a system where longevity can be distributed by seniority dates, the Union and the Employer will begin negotiations on implementing such a system.
- 2) If parties are unable to reach an agreement on implementing a new system, the current Contract language shall continue.

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

**LETTER OF UNDERSTANDING**

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

**and**

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

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

Probationary Periods  
Trial Periods  
Salary Steps and,

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

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

**THEREFORE**, it is agreed as follows:

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

Probationary Period:

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

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

SECOND: Section 2.3 (G) shall be amended to read:

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

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

THIRD: Section 5.7.F shall be amended to add:

- G.**
1. Steps for Employees Hired Prior to the Effective Date of This Language. Employees hired prior to the effective date of this language, that being October 1, 2023, who remain continuously employed by CMH thereafter, shall be placed on the steps based upon their date of hire with each full calendar year from the date of hire equaling one (1) year for steps.
  2. Steps for Employees Hired After the Effective Date of this Language. Employees hired after the effective date of this language, that date being October 1, 2023, shall receive a step for each full calendar year in which the employee is paid at least one thousand nine hundred (1,900) hours. If the employee is not paid one thousand nine hundred (1,900) hours in a calendar

year, the employee will receive the step when the employee reaches one thousand nine hundred (1,900) hours, and so on.

3. Other Benefits. For all other benefits under this Agreement, the date of beginning continuous employment in Regular part-time or Regular full-time position with the Employer shall be used and shall be deemed to be the date of hire for all employees.
4. Special Part-Time. It is expressly understood that special part-time employees shall not be entitled to any fringe benefits pursuant to this Collective Bargaining Unit, including the benefits outlined in Section 4 and 5 of this Agreement, and any letters of understanding between the parties except to the extent any such benefits are expressly designated as being applicable to special part-time employees, and also except as to the benefits set forth (Deferred Compensation, to the extent permitted by the approved Deferred Compensation Plan); Section 5.11 (Psychiatric Outpatient); and Section 5.12 (DCAP, to the extent permitted by such plan).

FOURTH: Section 6.1 shall be amended to add:

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

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

**LETTER OF UNDERSTANDING**

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

**and**

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

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

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

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

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

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

1. Casual employees shall be placed on the salary steps based on the number of hours worked in their position, with one thousand eight hundred (1,800) hours worked equaling one (1) year for each year reflected on the collectively bargained salary schedule. In the event that a former regular or special part-time employee service in the regular or special part-time position, and their step level prior to the move to the next step based on the completion of the requisite number of hours worked from their last step increase with one (1) year on the step scale equaling one thousand eight hundred (1,800) hours worked.
2. Notwithstanding paragraph 1 above, any non-residential casual employees that were employed by CMH on or before December 31, 1990, and remain continuously employed with CMH thereafter, shall be placed on the steps based on their date of hire, with each full calendar year from the date of hire equaling one (1) year.

3. In the event a non-residential casual employee is hired into a regular or special part-time CMH position, such employee shall be given credit for their continuous service with CMH in a casual position with regard to their placement on the salary schedule within their new regular or special part-time position as outlined in this Letter of Understanding. Notwithstanding the placement on the salary schedule, any such casual employee accepting a regular or special part-time position shall be subject to the normal probationary periods set forth in the Collective Bargaining Agreement between the OPEIU and the CMH from their date of hire for fringe benefits other than salary set as the effective date of their hire into such regular position.
4. This Letter of Understanding shall be applicable to non-residential casual employees only.
5. This Letter of Understanding shall continue for the duration of the contract.

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

**LARGE AND R.N. UNITS**

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

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

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

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

**Therefore, it is agreed:**

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

4. This Letter of Understanding shall be effective for the duration of the contract. Upon expiration of this Letter of Understanding, and absent any extension of this Letter of Understanding by mutual agreement of the parties, the former policy and practice shall be reinstated.

## LETTER OF UNDERSTANDING

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

and

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

#### RN UNIT

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

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

**Therefore, it is agreed:**

RN unit positions shall only be eliminated on October 1<sup>st</sup> and April 1<sup>st</sup> of each year, except under the following conditions.

1. Positions in programs other than Substance Abuse Services may be eliminated if State or Federal ongoing revenue for those programs decreases by one million dollars and such a decline in revenue can be proven to the Union via documents from the State or federal government. Grants that have ended shall not be used for the purposes of reaching the one-million-dollar threshold.
2. Positions in Substance Abuse Services may be eliminated if State or Federal ongoing revenue decreases for Substance Abuse Services by forty-two thousand dollars and such a decline in revenue can be proven to the Union via documents from the State or federal government. Grants that have ended shall not be used for the purposes of reaching the forty-two thousand threshold.
3. A position may be eliminated if the position is funded at least fifty-one percent (51%) by a grant and the grant has ended or been reduced sufficiently to no longer fund the position.

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

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

within the same fiscal year.

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

**LETTER OF UNDERSTANDING**

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

**and**

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

**RN UNIT**

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

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

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

**Therefore, it is agreed:**

1. The Employer shall use the policy on service delivery (attached) and the best value network development and procurement process as adopted by the Employer’s Board of Directors. The Union shall receive a copy of the best value network development and procurement process. This version of the policy shall be used for future decisions to decide whether work currently performed by Bargaining unit employees or new services normally performed by Bargaining Unit employees is subcontracted.
2. This Letter of Understanding shall modify Section 2.2. Subcontracting of the collective bargaining agreement.
3. The August 22, 2003 Letter of Understanding shall be null and void.

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

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

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

Process

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

The methods used to make this comparison may include:

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

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

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

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

**Therefore, it is agreed:**

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

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

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>SALARY RANGE</b>
		New
6052	LIC PRACTICAL NURSE - RELIEF	805
6053	RN MEDICATION CLINIC MANAGER	830
6054	LIC PRACTICAL NURSE	805
6055	NURSE PRACTITIONER	840
6056	REGISTERED NURSE	810
6057	REGISTERED NURSE - RELIEF	810
6058	REGISTERED NURSE SR	820
6059	REGISTERED NURSE CARE MGR	820

**459 Union Professional Nurses**

Effective 10/01/2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	=====	=====	=====	=====	=====	=====	=====
<u>800</u>	\$17.96	\$19.07	\$19.66	\$20.34	\$20.85	\$21.65	\$22.30
	\$37,359.50	\$39,659.98	\$40,886.98	\$42,309.28	\$43,358.85	\$45,034.50	\$46,385.46
<u>805</u>	\$24.01	\$24.84	\$25.46	\$26.44	\$27.24	\$28.74	\$31.11
	\$49,933.73	\$51,670.74	\$52,952.43	\$54,998.94	\$56,648.80	\$59,779.62	\$64,713.79
<u>810</u>	\$28.74	\$31.11	\$32.62	\$34.30	\$35.81	\$37.72	\$38.85
	\$59,779.41	\$64,713.79	\$67,854.38	\$71,336.30	\$74,482.93	\$78,455.52	\$80,809.04
<u>820</u>	\$34.07	\$36.60	\$38.11	\$39.80	\$41.32	\$43.31	\$44.61
	\$70,862.90	\$76,118.02	\$79,258.82	\$82,791.07	\$85,946.43	\$90,081.06	\$92,783.39
<u>830</u>	\$36.73	\$39.33	\$40.84	\$42.56	\$44.07	\$46.10	\$47.48
	\$76,400.69	\$81,810.98	\$84,951.78	\$88,518.77	\$91,669.14	\$95,888.83	\$98,765.47
<u>840</u>	\$51.67	\$54.77	\$56.68	\$58.65	\$60.72	\$62.85	\$64.73
	\$107,469.44	\$113,917.44	\$117,904.18	\$121,988.26	\$126,301.76	\$130,723.22	\$134,644.85



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

I \_\_\_\_\_  
(Print full name)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Street Address) (City) (State) (Zip)

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

Home email \_\_\_\_\_ Cell phone \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

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

**EFFECTIVE DATE AND SIGNATURE**

THIS AGREEMENT shall take effect on the 1<sup>st</sup> day of October, 2023 except as otherwise expressly provided in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 1<sup>st</sup> day of October, 2023.

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

COMMUNITY MENTAL HEALTH AUTHORITY  
CLINTON-EATON-INGHAM COUNTIES

\_\_\_\_\_  
Paul Brooks, Service Representative

\_\_\_\_\_  
Dwight Washington, Board Chairperson

\_\_\_\_\_  
Marsha Leek, Steward

\_\_\_\_\_  
Sara Lurie, Chief Executive Officer

\_\_\_\_\_  
Angela Blevins, Steward

\_\_\_\_\_  
Jana Baylis, Chief Human Resources Officer