



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

RESIDENTIAL UNIT

October 1, 2023 – September 30, 2026

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ATTACHMENT 1 - Classification Codes and Salary Schedules effective 10/01/2023

ATTACHMENT 4 – Dues Deduction Form

SECTION 1

BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

This Agreement is entered into this 1st 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").

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 permanent Resident Managers, Residential Technicians, and Overnight Technicians of the Community Mental Health Authority, Clinton-Eaton-Ingham Counties, whose schedule of work usually consists of forty (40) hours or more per two (2) week pay period, EXCLUDING: Supervisors and all other employees.

In addition, the Employer agrees to maintain the ratio of hours worked by bargaining unit employees as set forth in the Employer's August 8, 1980 letter to the extent possible within the parameters set forth in the August 8, 1980 letter.

1.3 MANAGEMENT RIGHTS

The Employer retains the sole right to manage the CMHA-CEI including all rights to manage which are not inconsistent with this Agreement; the right to decide the number of personnel to be employed; the right to schedule all operations; the machines and other equipment to be used; the right to establish and change work schedules and to maintain order and efficiency in the CMHA-CEI and in the operations thereof; the right to hire, lay off, and assign work to employees and the employees to work; the right to reassign, transfer, and promote employees and to suspend, discipline, and discharge employees for just cause; the right to determine the starting and quitting times, shifts, and the number of hours to be worked; the right to assign overtime and to introduce new and improved methods, facilities, or standards or to change existing methods or facilities; and to make rules and regulations not in conflict with this Agreement.

The foregoing rights are by way of illustration only and, in general, all rights, functions, powers, and authority which the Employer has not specifically abridged, amended or modified by this Agreement are reserved to the Employer.

1.4 MANAGEMENT SECURITY

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, refusals to cross picket lines of any other employees of the Employer, 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.

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.

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

- 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. Opt-out of Union Dues. 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.
- E. 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.

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.

- F. 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.
- G. 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.

- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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 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 the Payroll-Benefits Department.

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 and signed by the parties.
- B. Conflicting Agreements. Any written statement or verbal agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.
- C. Copy of Agreement. Each bargaining unit employee and any new hire shall be provided with a copy of this agreement. The Union shall arrange to have it printed and the Employer shall reimburse the Union for fifty percent (50%) of the printing cost.

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 not to 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 or 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.
 - 2. The term "Employee" may include an individual or group covered by this Agreement.
 - 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.

C. Procedure.

1. The time limits provided in this Section 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.
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. 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.

D. Steps in the Grievance Procedure.

1. An employee shall discuss the grievance with their Coordinator 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 Coordinator, still believes a violation exists they shall submit a written grievance to their Supervisor 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, through their Union representative, shall have the right to submit the grievance in writing to the Program Director, or their designee, within five (5) days after receipt of the response from the Supervisor. The Program Director, or their designee, 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, or their designee, shall respond in writing within five (5) days after this meeting.
3. If the grievance is not resolved at Step 2, the employee, through their Union representative, shall have the right to 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, or their designee. 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, through their Union representative, shall have the right to submit the grievance, in writing, to the Human Resources Committee of the Community Mental Health Authority within five (5) days of the Chief Human Resources Officer's, or their designee's, response. A copy shall be submitted to the Chief Human Resources Officer, or their designee. 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.

E. Arbitration.

1. 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.
2. 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 procedures and by the Union filing a Demand for Arbitration with 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.

3. 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.

4. When more than one grievance involves a similar issue, they may be considered under one arbitration proceeding.

1.10 SENIORITY

- A. Definitions. Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from their last date of hire into a full-time or part-time bargaining unit position. Continuous service is defined as that time the employee is on the active payroll of the Employer including time worked, vacations, holidays, etc., plus

approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement.

- B. In-home Seniority. When used in this agreement in-home seniority shall mean the length of continuous employment in a bargaining unit position in a particular residential facility.

An employee who is laid off and bumps into a new residential facility shall, after 45 calendar days, be given credit for the previous in-home seniority for the facility the employee was in just prior to the layoff.

- C. 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. 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.

- D. Promotions. An employee who is promoted to a higher job classification retains but does not accumulate seniority from the vacated job classification.

1.11 SENIORITY LIST

The Employer shall prepare a seniority list and submit it to the Union once every three (3) months. Employees who are hired on the same date shall be placed on the seniority list with the employee that has the highest sum when each individual digit of the employee's social security number is added together, being listed first and considered the most senior. If the sums are equal, the first individual digit moving from left to right will be eliminated and the remaining individual digits shall be added together. If the sums are still equal, an additional individual digit moving left to right shall be removed and the remaining individual digits shall be added together until one employee has a higher sum than the other. The employee with the highest sum shall be listed first.

1.12 LOSS OF SENIORITY/EMPLOYMENT

- A. An employee shall lose their seniority and job for any of the following reasons:
1. They voluntarily resign.
 2. They are discharged and is not reinstated.
 3. They retire.

4. They are laid off for a period greater than their seniority, but not to exceed twenty-four (24) months.
5. They are absent from work for two (2) consecutive working days without notification to the Employer, except in an emergency whereby failure to notify Employer is beyond the control of the employee.
6. They fail to return to work upon recall from layoff.
7. They fail to return to work after expiration of leave of absence.

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 two (2) representatives of the Union and two (2) representatives of the Employer. 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 previously discussed. The requesting party shall provide the written agenda. Items may be added to the agenda upon mutual agreement by the parties.

- 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 the employees desire to have preliminary meetings for a special conference, such meetings shall be held outside the Employer's premises, except as provided under Union Visits (Section 1.15), 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. Persons not scheduled to work between the 9:00 a.m. to 4:00 p.m. period shall receive up to two (2) hours maximum pay if they choose to reduce their scheduled work hours by an equal amount of time.
- E. Conferences. Additional special conferences may be scheduled by mutual consent.

1.14 STEWARD AND ALTERNATE STEWARDS

- A. 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. One (1) of the above Stewards shall be designated by the Union as the Chief Steward and maintain the role as the principal spokesperson for the Stewards.
- B. Grievances. 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.

1.15 UNION VISITS

An authorized representative of the Union shall, upon prior notice to the Employer, have access to the Employer's facilities for the following purpose:

- A. Contractually defined obligations, e.g., see grievance procedure.
- B. The Employer reserves the right to limit access of CMHA-CEI facilities if, in its judgment, meetings are disruptive to consumer programming or interfere in any way with the efficient operations of the 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.

1.17 TREATMENT DECISIONS

- A. Treatment Decisions. Procedure #3.6.19, Clinical Decision Making System and Procedure #3.2.4B, Clinical Review and Resolution Process, addresses how employees with concerns regarding treatment decisions and safety may resolve disputes.
- B. Non-Acute Pathway. While a variety of diagnostic and treatment issues can present as referrals for clinical review, in practice, level of care determinations and placement issues are the most common reasons given for requesting a special staffing or clinical review. These requests can typically be handled in the established “non-acute” manner. The usual steps in this process include:
1. Identification and definition of the problem.
 2. Preliminary discussion involving at least the primary clinician and the team coordinator.
 3. If no adequate resolution is reached, then a special staffing involving the entire team at the next scheduled team meeting may be called (typically within one week) at the discretion of the team coordinator.
 4. If no adequate resolution is reached at the team level, the problem will then be referred to the next scheduled meeting of the program’s client care monitoring committee (CCM) or the Service Review Committee (SRC) typically within one month.
 5. If no adequate resolution is reached at the program CCM level, appropriate supervisor, Program Director and the program’s chief psychiatrist will be consulted for their input.
 6. If no adequate resolution is reached at this level, the problem will then be referred to a board-wide client care monitoring committee.
 7. If no adequate resolution is reached at this level, the problem will be resolved by the Medical Director.
- C. Acute or Expedited Pathway. On occasion, the non-acute pathway will prove too cumbersome and slow-moving to address a more acute clinical problem. The typical situation where this pathway is likely to be most useful is when:
- a consumer presents a more acute or potential danger to themselves or others
 - the stability of their mental status is at significant risk, but not imminently so
 - the consumer poses an immediate significant physical threat to the staff member

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

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

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

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 Employee: A regular full-time employee is one whose schedule of work usually consists of eighty (80) hours or more per pay period and whose term of employment is expected to be six (6) months or longer in duration. The term of employment shall be determined at the time of hire.

2. Regular Part-Time Employee: A regular part-time employee is one whose schedule of work usually consists of less than eighty (80) hours per pay period but at least forty (40) hours per pay period and whose term of employment is expected to be six (6) months or longer in duration. The term of employment shall be determined at the time of hire.

3. Casual Employee. A casual employee is an employee whose schedule of work usually consists of less than forty (40) hours per pay period. Casual employees shall be compensated in wages only and shall not be covered by the provisions of this Agreement unless otherwise specified.

A casual employee who works a consistent schedule of more than forty (40) hours per pay period in excess of six continuous (6) months shall automatically be considered a regular (full-time or part-time) employee. The Employer may move the casual employee into an existing vacant position within the program in lieu of creating a new position as long as the vacant position's regularly scheduled hours are at least equal to the average hours per pay period the casual employee worked prior to becoming a regular employee minus ten percent (10%).

However, a casual employee may work a consistent schedule consisting of more than forty (40) hours in excess of six continuous months if they are replacing a Union employee who is on an approved leave of absence exceeding six (6) months.

4. Temporary Employee: A temporary employee is one whose term of employment shall not exceed six (6) months. However, an employee may be hired as a temporary employee for more than six (6) months if they are replacing a Union employee who is on an approved leave of absence exceeding six (6) months. A temporary employee is compensated by wages only and may work full-time or part-time.

Any temporary employee who works in excess of six (6) months, except as delineated in Paragraph 3, shall automatically be considered a regular (full-time or part-time) employee.

The Employer may not fire a temporary employee and immediately rehire same employee for the purpose of continuing the employee in a temporary status indefinitely to avoid placing said employee into the Union. A temporary employee who is placed into the bargaining unit under this section shall be given a seniority date that is the same as their original date of hire into the temporary position; provided however, that they successfully complete a thirty (30) day probationary period.

B. Probationary Period.

Newly hired Resident Managers shall be considered probationary employees for the first one hundred eighty (180) calendar days of their employment. All other newly hired employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Unpaid leaves of absence from work in excess of ten (10) working days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back to their date of hire as a regular employee. The probationary period may be extended once for not more than forty-five (45) calendar days by written notice to the employee and to the Union prior to the end of the probationary period. Any extension of the probationary period shall not be subject to the grievance procedure.

Probationary employees shall not have recourse to the grievance procedure provided for herein to appeal disciplinary action, layoff or termination and the Union shall not represent them in respect thereto.

2.2 SUBCONTRACTING

- A. Outside Contractors. The Employer agrees that it will not employ outside contractors to do the work currently done by represented employees.
- B. New Residential Services. If the Employer plans to subcontract new residential services normally performed by Bargaining Unit employees, it is agreed the decision shall be made according to the process outlined in the attached Letter of Understanding (Appendix D).

2.3 POSTINGS

All vacancies in job classifications covered under this agreement shall be posted 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. The posting shall include job title, pay and a brief description of job duties, and minimum qualifications. Notice of vacancies sent to agencies and locations which are not part of CMHA-CEI's operations will not precede the internal posting. Only those employees who make application during the seven (7) day period will be considered for the position. 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.

2.4 LATERAL TRANSFERS FOR RESIDENT MANAGERS

A Resident Manager may apply for a vacant position even if the selection for such position results in a lateral transfer. The Employer agrees to give consideration to such requests for lateral transfers, to interview bargaining unit employees who apply for such transfer, and to fill the position subject to the provisions of Section 2.6 PROMOTIONS AND TRANSFERS.

2.5 LATERAL TRANSFERS FOR ALL OTHER CLASSIFICATIONS

- A. In-Home Positions. In the event a position other than Resident Manager is open in a home that entails a different number of working hours than any other position in that home in that job classification it shall be offered, according to in-home seniority, to all employees in that classification in that home. However, employees who have been disciplined in the last twelve (12) months may be excluded from consideration for such a transfer. This shall exclude disciplines issued within two (2) weeks prior to the position being offered. Employees who accept such a transfer must be willing to work the required hours. Such a transfer will not be subject to the posting procedure outlined in Section 2.3. Such a transfer shall be completed no later than sixty (60) calendar days after the position has been accepted. The Residential Coordinator shall be responsible for approaching all eligible staff and attaining their written acceptance or rejection of such a position. If the Coordinator has made a good faith effort to approach an eligible staff and cannot contact the staff or the staff does not respond to the notice within a reasonable length of time the staff will be considered to have rejected the position.
- B. Transfer List. In the event no in-house staff desires to fill a vacant position as described in paragraph A above, such position shall be filled from within the bargaining unit in that classification in that program on a program wide seniority basis.

1. The employer shall maintain a listing of staff requesting transfers from one work location to another. Such list shall be maintained in the Residential Supervisor's office. A separate list shall be maintained for each home. Staff wishing to transfer from one location to another shall sign and date the list of the home they wish to move to. Staff shall not request a transfer by signing listings of more than two homes at any one time. Signing by staff of more than two lists shall invalidate all requests for transfer and such staff shall not be considered further for transfer. Signatures or dates that are illegible shall invalidate that specific request for transfer.
 2. When a vacancy occurs that cannot be filled by the staff currently in that home the Employer shall offer the position to the most senior staff on the list as defined in B.1 above (using program wide seniority) who meets the minimum qualifications and is willing to work the required hours. Minimum qualifications shall be defined as those listed in the most recent job posting for that position. Such a transfer shall be completed no later than sixty (60) calendar days after the position has been accepted.
 3. Requests for transfers shall be valid for ninety (90) days or until withdrawn by the employee by drawing a line through their name and initialing and dating the withdrawal or until the request becomes invalid due to discipline, transfer or promotion.
 4. Employees who have been disciplined in the last twelve (12) months may be excluded from consideration for such a transfer. This shall exclude disciplines issued within two (2) weeks prior to the position being offered. Employees who accept such a transfer must be willing Employees who have not made a transfer between homes in the last twelve (12) months, or have worked in their current home less than twelve (12) months, may be excluded from consideration for such a transfer unless such a transfer was involuntary such as a bump during layoffs. The Employer is not obligated to grant such a lateral transfer if one of the current consumers treatment plan excludes employees of that sex from working with that consumer for clinical reasons, or if excluded by law or regulation.
 5. Such a transfer will not be subject to the POSTING PROCEDURE (Section 2.3).
- C. Posting. In the event no bargaining unit employees in that program are willing and able to fill a vacant position as described in Paragraph B above, such position shall be posted under the provisions of Section 2.3 POSTINGS and be subject to the provisions of Section 2.6 PROMOTIONS AND TRANSFERS.

- D. Disciplines. Discipline for purposes of this section shall be defined as a verbal warning or more serious disciplinary action, documented in writing that is placed in an employee's official personnel file.

2.6 PROMOTIONS AND TRANSFERS

- A. Filling Job Vacancies. It is the intention of the Employer to fill Residential bargaining unit job vacancies from within the Residential, Large and RN bargaining units whenever possible; however, providing the highest quality consumer care is of utmost importance. Therefore, qualifications of job applicants must be considered and persons not in the bargaining unit may be selected for vacant positions, except when bargaining unit employees are available and have qualifications which are greater than or equal to the qualifications of other applicants. The Employer shall fill Bargaining Unit vacancies no later than sixty (60) calendar days after a Large, Residential or RN bargaining unit applicant accepts the position.
- B. Promotions. Promotion is hereby defined as a move from a lower job classification to a higher classification. Promotions shall be made on the basis of qualifications. A person within the Residential, Large and RN bargaining units will be promoted into the position if the employee has qualifications equal to, or greater than, job applicants not in the Residential, Large and RN bargaining units. In the event that two (2) or more employees meet the minimum qualifications for the position, the employee with the greatest qualifications shall be selected. If two (2) of these employees have relatively equal qualifications, the employee with the greatest seniority in the Residential, Large and RN bargaining units shall be selected. However, an employee who has been disciplined in the past twelve (12) months prior to the initial date of the job posting, or an employee who is still on probation may be excluded from consideration for promotion. Factors used to determine qualification levels include the following: experience, education, work record, leadership skills, clinical knowledge and skills, oral and written communication skills, interviews and demonstrated good judgment.
- C. Trial Period. If a 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) days except for Resident Managers who shall have a ninety (90) day trial period. 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 any time after the 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. 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 with the exception of Resident Managers. Resident Managers shall have forty-five (45) days to exercise the option to revert back to their former position, provided the employee gives the Employer written notice of that intention during the first thirty (30) days. During the trial period, an employee will receive the rate of pay for the job they are performing.

An employee who changes job classifications to become a Residential Technician who has previously completed a probationary period shall be paid at the rate effective for non-probationary Residential Technicians.

In the event an employee voluntarily moves to a lower job classification the employee will be evaluated for a maximum of thirty (30) days; provided however, the employee has already completed their probationary period at the higher job classification.

- D. Lateral Transfer. An employee may apply for a vacant position even if the selection for such position results in a lateral transfer. The Employer agrees to give consideration to such request for lateral transfer and to interview bargaining unit employees who apply for such a transfer. However, the Employer is not obligated to grant such initial interviews when the applicant is applying for a similar job for which they previously interviewed during the six (6) month period preceding the date of the job posting.
- E. Discipline. Discipline for purposes of this section shall be defined as a Verbal Warning or more serious Disciplinary Action, documented in writing that is placed in an employee's official personnel file.
- F. Former Union Employees. 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-Residential unit employee who has previously held a position within the bargaining unit and who is currently, or was previously assigned to the program in which the vacancy exists, that employee may be placed into the vacant position instead of posting the position.
- G. Grievances. Any grievances filed regarding the application of Section 2.6 shall begin at Step 3, provided the employee has discussed their concerns with either the hiring Coordinator or Supervisor, or the Human Resources Department. An employee may not grieve in cases when the selected employee has more seniority than the residential applicant.

2.7 TRANSFERS TO LARGE AND RN UNITS

- A. Large and RN Units Positions. A Residential employee may apply for and be considered for any position within the Large or RN Bargaining Units, if they meet the minimum qualifications for the position. The Employer agrees to give consideration to such applications and to interview bargaining unit employees who apply for such a transfer. However, the Employer is not obligated to grant such initial interviews when the applicant is applying for a similar job for which they previously interviewed during the six (6) month period preceding the date of the job posting. The Employer shall fill Large or RN Bargaining Unit vacancies no later than sixty (60) calendar days after a residential applicant accepts the position.
- B. Disputes. If an employee applies for a position within the Large or RN Bargaining Units and that position is awarded to someone with less seniority than the residential applicant, the residential employee may dispute the selection in accordance with the criteria specified in Section 2.3 of the Large or RN Collective Bargaining Agreement, through the grievance procedure outlined in Section 1.9 of the Residential Collective Bargaining Agreement.
- C. Excluded Employees. The Employer may exclude from consideration an employee who has been disciplined in the last twelve (12) months prior to the initial date of the posting. Discipline for purposes of this section shall be defined as a Verbal Warning or more serious Disciplinary Action, documented in writing that is placed in an employee's official personnel file.
- D. Trial Period.
1. If a Bargaining Unit employee is selected for a vacant position, even if such selection results in a Lateral Transfer, the Employer shall assess the employee during a trial period of sixty (60) calendar days. The trial period may be extended once for not more than thirty (30) calendar days by written notice to the employee and to the Union prior to the sixtieth (60th) day. This assessment may include one-on-one meetings with the employee, and formal feedback designed to assist the employee in improving unsatisfactory performance. The Employer shall retain the right to any time after the 30th day of the trial period deny the promotion or Lateral Transfer if the employee is not performing in 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 she is performing.
- E. Grievances. Any grievances filed regarding the application of Section 2.7 shall begin at Step 3, provided the employee has discussed their concerns with either the hiring Coordinator or Supervisor, or the Human Resources Department. An employee may not grieve in cases when the selected employee has more seniority than the residential applicant.

2.8 PROMOTION OR TRANSFER TO SUPERVISORY OR NON-UNION POSITION

- A. Filling Vacancies. The Employer shall fill any supervisory or non-Union vacancies no later than sixty (60) calendar days after a residential applicant accepts the position.
- B. Trial Period. If a Bargaining Unit employee is selected for a vacant position, even if such selection results in a Lateral Transfer, the Employer shall assess the employee during a trial period of sixty (60) calendar days. The trial period may be extended once for not more than thirty (30) calendar days by written notice to the employee and to the Union prior to the sixtieth (60th) day. This assessment may include one-on-one meetings with the employee, formal feedback designed to assist the employee in improving unsatisfactory performance. The Employer shall retain the right to any time after the thirtieth (30th) day of the trial period to deny the promotion or 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.

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.

- C. Probationary Periods Outside This Bargaining Unit. This section shall apply to a Residential 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-Union 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 Residential 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 Residential 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.

2.9 TEMPORARY PROMOTIONS OR INCREASES IN WORK HOURS

- A. Rates of Pay. An employee temporarily assigned to a higher classification in this Bargaining Unit, or to a position in the Large Bargaining Unit, or to a position in the Supervisor's Unit, or to a regular non-Union classification, for at least five (5) consecutive work days, including holidays, shall be paid at the first step in the classification which is at least \$500 annually above the employee's regular rate of pay.
- B. Benefits. An employee temporarily assigned to a higher classification shall receive the benefits of their former position except an employee temporarily assigned to a classification which receives holiday pay for five (5) days or more shall receive paid holidays in accordance with Section 4.5 of the contract/policy for that classification.
- C. Promoted Employees. A Residential employee temporarily assigned to a Resident Manager position or to a position in the Large Bargaining Unit or to the Supervisors' Unit or to a regular non-Union position for a period of time greater than thirty (30) calendar days who is then permanently promoted to the position shall receive sick leave and vacation retroactive to the first day of the temporary assignment.
- D. Permanent Employees. When a Bargaining Unit employee works in excess of twelve (12) continuous months in a position that is a temporary promotion, the position shall be awarded according to Sections 2.3 – 2.6 or Section 2.12 in the event of a layoff. When a Bargaining Unit employee works a temporary increase in hours as defined below in excess of twelve (12) continuous months, the increase in hours shall be offered on a permanent basis by in-home seniority within that classification in the residential facility. If the employee who worked the increased hours at a different facility, they will also be included in the offering of hours by in-home seniority. For purposes of offering the increased hours only, their in-home seniority shall be the length of time have worked the hours. If the additional hours would create overtime for an employee or conflict with an employee's existing schedule, they shall not be offered the hours. The increased hours must be:
 - 1. the same shift(s)
 - 2. on the same day(s)
 - 3. in the same residential facility
 - 4. two (2) or more consecutive hours in duration.

When this occurs a notice which employee the position or hours was/were awarded to will be sent to the Union.

- E. 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 PDO.

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.

- F. Temporary Assignments. Bargaining Unit employees shall be offered temporary assignments within the Bargaining Unit in writing prior to non-Bargaining Unit employees (e.g., casual employees). Temporary assignments are only required to be offered within the residential facility. If the residential facility is new and no Bargaining Unit employees have been hired to work there as regular part-time or regular full-time employees, the temporary assignment(s) shall be offered to Bargaining Unit employees within the program.
- G. Duration. If the Employer wants an employee to work the temporary assignment for a specified time period, it shall be defined at the time it is offered. An employee must accept the temporary assignment for the duration identified. An employee may withdraw from the temporary assignment by providing written notice and will continue to work that schedule until the start of the next scheduling cycle.

2.10 RATES OF NEW JOBS

When a new job is created by the Employer and the salary for the position cannot be properly placed in an existing classification covered under this Agreement, 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.

2.11 DISCIPLINE AND DISCHARGE

It is hereby agreed that the Employer has the right to Discipline or 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. 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.

- A. Purpose. Discipline is intended to be of a corrective nature except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.
- B. Application. In the event Disciplinary Action is taken, the employee will be informed of their right to be represented by their steward at the time the Disciplinary Action is imposed. The Employer shall also provide a written summary statement of the reasons why said action is being imposed.
1. The disciplined or discharged employee will be allowed to discuss the discipline or discharge with their steward for up to one (1) hour, and the Employer will make an area available where they may do so before the employee is required to leave the premises. Upon request, the Employer or its designated representative will discuss the discipline or discharge with the employee and the steward during said one (1) hour.
 2. Should a discharged employee consider a discharge to be improper, they shall pursue the matter through the Grievance Procedure, Section 1.9(D) at Step 3.
 3. The Employer shall not use an employee's prior record which is more than two (2) years old in imposing discipline or discharge. The two (2) year limitation shall be from the time the prior infraction occurred to when discipline or discharge is actually imposed.
 4. An employee shall lose their seniority and job if they make an intentional false statement on their employment application or on an application for leave of absence or on any other employment record or form; however, falsification of data on an employment application or resume shall not be subject to discipline after a period two (2) years from the date of employment, except in matters involving work experience, educational credentials and reasons of termination from former employment.
 5. The Employer has the authority to discipline or discharge a probationary employee at the Employer's discretion. The Union agrees that the discipline or discharge of a probationary employee is not subject to the grievance procedure.
- C. 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 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 personal

paid days off or vacation leave that has 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.

D. Investigation. Management shall endeavor to provide notice of the need for an investigatory meeting to employees within ten (10) working days of Management becoming aware of the events leading to the need for investigation, unless management determines otherwise due to circumstances of the incident involved. However, at all times, Management will exercise due diligence and act as expeditiously as practical to ensure notice of the need for an investigatory meeting is provided in a reasonable time frame as determined by Management under the circumstances. Additionally, this timeline may be extended 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 extension specified. This timeline excludes any investigations involving Recipient Rights and Prohibited Harassment violations.

E. 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 PDO/vacation for any suspension beyond the first week. If the allegations are refuted, the employee will be made whole including reimbursement for PDO/vacation used during the investigation.

The Employer shall continue the employee's insurances while suspended for investigation. Notice of the suspension shall be concurrently served upon the suspended employee and the Union.

2.12 LAYOFF AND RECALL

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

- B. Definitions. For the purpose of Layoff, the term "program" shall mean Community Services for Developmentally Disabled, and Adult Mental Health Services, each of which will be considered separate programs. For purposes of this section the dual diagnosis home shall be considered part of AMHS. 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. Resident Manager "A" and "B" shall be considered one salary grade. For purposes of this section a "program subunit" shall mean a specific recognized residential home or other component within one of the recognized programs. The term "positions" shall mean the specific job being performed by an employee in a specific classification and in a specific program subunit. "Classification seniority" shall mean all seniority in their current classification. 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).
- 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 in that classification and in the subunit shall be laid off first, and then, seniority employees within that classification and that subunit, on a reverse classification seniority basis, provided the remaining employees are capable of performing the work.

However, if a vacancy exists in the employee's salary grade, and status (full-time or part-time) which would not result in a change in equivalent benefits 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 transfer. Should more than one (1) such vacant position exist in the employee's classification for which the employee is qualified (as determined under the provisions of subsection E (6) below), the employee shall receive all such vacancy options up to a maximum of three (3). Employees shall select from the available vacancy option in order of seniority. However, an employee on a non-overnight position shall not be required to transfer to an overnight vacancy unless that employee is the least senior employee in a non-overnight position.

- 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 being laid off from their position, a regular full-time or regular 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. The bumping employee must have more seniority, as defined in Section 1.10 than the employee who is being bumped, if the employee is bumping to a lower classification, except that a bumping employee may bump the least senior employee in a position in order to avoid a change in their equivalent benefits.

An employee bumping into a lower classification shall retain secondary recall rights to their original position, provided the recall occurs within the time limits referenced in Section 1.12.4.

4. The bumping employee must have more classification seniority than the employee who is being bumped, if the employee is bumping to a position in their current classification, except that a bumping employee may bump the least senior employee in a position in order to avoid a change in their equivalent benefits.
5. A bumping employee may only bump the least senior employee within the classification they are bumping, from within the program from which they have been laid off, except that a bumping employee may bump the least senior employee in a position in order to avoid a change in their equivalent benefits.
6. The bumping employee must possess the necessary skills, experience, licenses and certifications which will qualify the employee to perform the work, with minimal instruction, as listed in the most recent posting for the position. 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.
7. If the bumping employee is not qualified (as determined under the provisions of Section E (6) above) to bump the least senior employee, the bumping employee may bump the next lowest senior employee who the bumping employee is qualified to bump.

8. An employee who is not on the overnight shift shall not be required to bump to an overnight position if there is any employee with less seniority on a non-overnight position in that classification.

An employee wishing to exercise their bumping rights must inform the Employer of their decision to bump in writing within three (3) work 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 classification into which they have been 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 same bumping rights as a laid off employee, seniority and other factors permitting.

- F. Recall Procedure. When the working force is increased after a layoff, or when a vacant position exists which the Employer intends to fill, employees will be recalled according to their former classifications in the reverse order in which they were laid off from their respective programs, provided they have the ability to perform the work. An employee shall not be required to be recalled to a position resulting in a change in equivalent benefits than their position from which they were laid off. An employee who was not originally on the overnight shift shall not be required to be recalled to an overnight position. Laid off employees may also be recalled to new or vacant positions within their classification in the other program, as determined solely by the Employer, provided they meet the qualifications as determined in Section E (6) above. Employees recalled to the other program shall retain secondary recall rights to their original program.

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 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 Office 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 any layoff period longer than thirty (30) days. However, upon recall an employee shall receive full credit for any seniority lost while on layoff as is the current practice.
- H. Vacation Use. In the event of layoff, an employee may use accumulated vacation prior to receipt of unemployment compensation, or may receive a lump sum pay out of accumulated vacation.

- 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 2.12.B and 2.12.E.6, of those employees in positions targeted for lay off to determine if they would be able to transfer into the positions vacated by those employees requesting voluntary lay off. If the employees in positions targeted for elimination do not meet the qualifications or classifications, as defined under Sections 2.12.B and 2.12.E.6, of those positions vacated by voluntary lay off, management can decline the voluntary lay off request. Any transfer into a position vacated through voluntary lay off shall be done according to Section 2.12.C.
- J. Method of Layoff. 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 a subject of the Grievance Procedure.
- K. Stewards/Executive Board Members. The Union Stewards who have served in the position for at least three (3) months, as designated in Section 1.14 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 in their program and subunit. This procedure shall not modify, replace or affect in any way, the employee's rights to the option described above. This provision applies only to Stewards 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.
- L. Grievances. Should a laid off employee consider their layoff to be in violation of this Agreement, they may pursue the matter through the grievance procedure, Section 1.9 (D), at Step 3.
- M. Leaves of Absence. Employees on an approved leave of absence may exercise their seniority, in the event there has been a layoff during the term of the employee's leave of absence, upon their return.

2.13 TRANSFER OF OPERATIONS

In the event that the Employer moves a residential home from the present location to any other location, all employees shall be allowed to continue employment with said Employer at the new location to the extent positions are available. There shall be no lowering of wages or fringe benefits as a result of such a transfer of operations.

2.14 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.

2.15 EVALUATION

- A. Responsibility. The evaluation of the performance of each employee is the responsibility of administration. All monitoring or observations during evaluations shall be conducted openly and with full knowledge of the employee. Evaluations are intended to be corrective rather than punitive, and will not be considered as being any formal warning for purposes of discipline.

- 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 evaluation will be completed. Evaluations will be completed on an annual basis for at least five years following the transfer.

Such evaluation shall be acknowledged by signature by the employee; however, such signature shall not imply agreement or disagreement with the evaluation. A personal meeting will be held with each employee within ten (10) working days of their upcoming evaluation to review their job performance.

2. Employees will be encouraged, but not required, to complete a self-evaluation.
 3. 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. A copy of 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. Resident Managers. Resident Managers may be requested to provide input into Residential Technician evaluations.
- E. Evaluation Content. The content of the evaluation shall not be subject to the grievance procedure nor shall the evaluation be considered a step in the formal disciplinary process.
- 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 Memos. Documented Counseling Memos are not discipline and will not be placed in employee's personnel file.



2.16 REGISTRATION/LICENSURE

The Employer shall have the authority to require employees to obtain 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 registration/licensure upon delivery to the Finance Department of a photo static copy of the registration/licensure.

2.17 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 Evaluation. 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 a 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 job 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 benefits 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.

2.18 DUAL DIAGNOSIS HOMES/LIVING CHOICES

- A. Transfer/Promotions. For purposes of lateral transfers and promotion (Sections 2.4., 2.5, and 2.6), the dual diagnosis home and Living Choices shall be considered separate programs.
- B. Layoff/Recall. For purposes of layoff and recall (Section 2.12.), the dual diagnosis home shall be considered a component of AMHS and Living Choices shall be considered a component of CSDD.
- C. Job Sharing. For purposes of job sharing (Section 2.17), the dual diagnosis home shall be considered a component of AMHS and Living Choices shall be considered a component of CSDD.
- D. Scheduling. For purposes of scheduling (Section 3.3), the dual diagnosis home and Living Choices shall be considered separate programs.

2.19 CSDD ON-CALL STAFFING POOL

- A. Each program will establish the times when on-call staff are needed. The purpose of the on-call system will be to fill vacancies that occur with less than 24-hour notice.

Section 3.4 will be utilized prior to using on-call. Staffs who are scheduled to be on call will be paid \$1.00 for each hour scheduled (regardless of whether or not the employee works). If staff are called in to work, they will be paid regular time unless they have worked greater than forty (40) hours in the pay week.


B. Eligibility to Work On-Call Hours.

1. In order to work on-call shifts, on-call staff must be trained and willing to work in all houses designated for the on-call pool.
2. Only staff members who are scheduled for less than thirty-two (32) hours in a pay week may sign up for on-call shifts, except at the discretion of the program coordinator.
3. A staff member scheduled for an on-call shift who signs up for any shifts that would cause overtime if they end up working the entire on-call shift may have their on-call shifts cancelled, at the Employer's discretion.

C. Scheduling On-Call Hours.

1. Each program will have a designated time period (e.g., the first five business days of the month) during which Bargaining Unit employees can voluntarily sign up for on-call hours. Hours will be allocated on a first come first served basis.
2. After the designated time period, the Employer may schedule casual (non-Bargaining Unit) relief technicians for any on-call hours not filled by regular staff.

D. Working On-Call Hours.

1. As with any shift, staff must be prepared and able to work the full shift (i.e., staff must be able to stay awake and cannot consume alcohol prior to the scheduled shift).
2. When contacted to work, staff are expected to report to the designated home as soon as possible with a goal of a thirty (30) minute time response.
3. If staff are called in for a shift that begins during the on-call period but extends beyond the on-call period, they may elect to complete the shift, but will not be required to do so.
4. On-call staff must be available by phone  during the entire period they are scheduled to be on-call.

5. The minimum number of hours an employee will be paid when called in is two (2) hours.

2.20 AMHS RESIDENTIAL ON-CALL

If Management decides to have a MI Residential On-Call:

The On-Call System shall apply to regular Resident Managers, and Residential Coordinators, subject to their Collective Bargaining Agreement, who works within the AMHS Residential Component; who voluntarily request to be placed on the On-Call Roster. The Employer may remove an On-Call staff person for reasons related to On-Call performance or in order to receive necessary training and experience. Such removal from On-Call Schedule is not grievable.

Each staff shall be “On-Call” for one week (7 days) from 5:00 p.m. to 9:00 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and Holiday. Each employee’s “On-Call” Schedule will begin at 5:00 p.m. on Tuesday and end at 9:00 a.m. on the following Tuesday.

During the week that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of one hundred and thirty-seven dollars (\$137) per week for the On-Call duty in addition to their regular pay, except those weeks which have at least one holiday shall be compensated at the rate of one hundred and sixty-two dollars (\$162). Holidays for purposes of On-Call shall be defined the same as in Section 4.5 Holidays for Resident Managers in the Residential Collective Bargaining Agreement. The employee shall also be compensated for miles actually traveled as part of such On-Call duty as the applicable rate as set in Section 3.6 of the Agreement.

When staff covered by this Agreement responds to a call, they will receive time and one-half (1-1/2) for all time actually worked, including travel and telephone time in accordance with Section 3.2 Overtime. Any time spent which is less than five (5) minutes in length shall be counted as five (5) minutes, for purposes of compensation, so long as the work pertains to unrelated incidents. In the event several time units of less than five (5) minutes are accumulated the time becomes additive and is only rounded up to the activity pertaining to that incident (e.g. on the same incident three telephone calls of two (2) minutes, four (4) minutes, and seven (7) minutes, for compensation purposes, would round up to fifteen (15) minutes). When calculating total compensated On-Call time for each day, for purposes of compensation round up to the nearest fifteen (15) minute increment (e.g. one (1) hour and thirty-five (35) minutes - 1:45).

An On-Call Roster will be developed in order for each employee to be assigned their “On-Call” week. Initial selection will be on the basis of a random draw. In the event the designated Residential On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the AMHS Residential Coordinator will be responsible for covering the

On-Call period or finding a replacement. Two weeks prior written notice must be given the Residential Coordinator by the On-Call staff member in order to withdraw from the On-Call Roster.

On-Call staff shall be expected to receive all calls during their designated shifts. Calls of a routine nature or calls that are described in written procedures shall be handled routinely by the On-Call staff person. Calls of a more serious nature or non-routine calls shall be referred to the Supervisory back-up staff using the Chain of Command.

Participation in this On-Call System shall not be used in any way to jeopardize any employee's or group of employee's status as a member of their particular Bargaining Unit.

The On-Call staff person may be used to fill Community Mental Health Authority Residential staffing needs on an emergency basis after procedures have been exhausted.

2.21 CSDD RESIDENTIAL ON-CALL

The On-Call System shall apply to regular Resident Managers who work within the CSDD Residential Component; who voluntarily request to be placed on the On-Call Roster; who have completed their Probationary Period; and who are the most senior by Job Classification. The number of Union persons selected for On-Call and the number for each Job Classification shall be in the sole and absolute discretion of the Employer. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from On-Call Schedule is not grievable.

Each staff shall be "On-Call" for one week (7 days) from 5:00 p.m. to 8:00 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and Holiday. Each employee's "On-Call" Schedule will begin at 5:00 p.m. on Monday and end at 8:00 a.m. on the following Monday.

During the week that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of one hundred and thirty-seven dollars (\$137) per week for the On-Call duty in addition to their regular pay, except those weeks which have at least one holiday shall be compensated at the rate of one hundred and sixty-two dollars (\$162.) Holidays for purposes of On-Call shall be defined the same as in Section 4.5 Holidays For Resident Managers in the Residential Collective Bargaining Agreement. The employee shall also be compensated for miles actually traveled as part of such On-Call duty at the applicable rate as set in Section 3.6 of the Agreement.

When staff covered by this Agreement responds to a call, they will receive time and one-half (1-1/2) for all time actually worked, including travel and phone time. Any time spent which is less than five (5) minutes in length shall be counted as five (5) minutes, for purposes of compensation, so long as the work pertains to unrelated incidents. In the event several time units

of less than five (5) minutes are accumulated the time becomes additive and is only rounded up to the activity pertaining to that incident (e.g. on the same incident 3 telephone calls of 2 minutes, 4 minutes, and 7 minutes, for compensation purposes, would round up to 15 minutes). When calculating total compensated on-call time for each day, for purposes of compensation round up to the nearest fifteen (15) minute increment (e.g. 1 hour and 35 minutes - 1:45).

An On-Call Roster will be developed in order for each employee to be assigned their "On-Call" week. Initial selection will be on the basis of a random draw. In the event the designated Residential On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover their On-Call shift, then the CSDD Residential Supervisor will be responsible for developing a procedure to find a replacement. Two weeks prior written notice must be given the Residential Supervisor by the On-Call staff member in order to withdraw from the On-Call Roster.

On-Call staff shall be expected to receive all calls during their designated shifts. Calls of a routine nature or calls that are described in written procedures shall be handled routinely by the On-Call staff person. Calls of a more serious nature or non-routine calls shall be referred to the Supervisory back-up staff. Staff receiving calls from a contract home operator shall be required only to receive reports of incidents from the operator and/or provide referral information (including referral to the On-Call Supervisor if necessary).

Participation in this On-Call System shall not be used in any way to jeopardize any employee's, or group of employee's status as a member of their particular Bargaining Unit.

The On-Call staff person shall not be used to fill Community Mental Health Authority Residential or contract home operator staffing needs.

2.22 RELEASE TIME FOR UNION BUSINESS

- A. Release Time. Release time is provided for Union representatives in accordance with Sections 1.13 (Special Conferences) and 1.14 (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. Three (3) 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.

SECTION 3

WORKING CONDITIONS

3.1 MEALS

Employees scheduled to work during customary mealtimes of a residential facility shall be permitted to eat with the residents of the facility. Such time will be considered part of the employee's work time and shall be compensated as such.

3.2 OVERTIME

A. Paraprofessionals.

Overtime for Paraprofessionals is defined as all hours worked in excess of forty (40) hours in one (1) work week. These employees shall be compensated at the rate of time and one-half (1 ½) for all overtime hours worked.

By mutual consent between the employee and the Employer, a Paraprofessional employee may be granted compensatory time at the rate of time and one-half (1 ½) for all overtime hours worked in lieu of overtime premium.

B. Professional Employees.

1. NON-EXEMPT

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

2. EXEMPT

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

C. Approval. All hours worked are paid in wages or compensatory time. All overtime or compensatory time must be approved by the immediate supervisor. A Supervisor may require an employee to have written approval prior to working compensatory time or overtime. Failure to obtain appropriate approval will not stop the employee from being paid but may result in discipline.

D. 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. Upon termination, exempt employees shall be paid for any accrued compensatory time which the employee requested to use and that request was denied, provided however that the request to use the time was made at least thirty (30) days prior to the resignation.

3.3 SCHEDULING

- A. Responsibility. The assignment of work sites and work schedules of employees shall ultimately be determined by the Employer. However, the Employer may delegate the responsibility for scheduling residential hours to Resident Managers. The Employer shall attempt to post schedules at least one (1) month in advance but no less than two (2) weeks in advance. The distribution of schedules within a home shall be on the basis of seniority. The Employer reserves the right to change an employee's start and ending time if due to circumstances not known to the Employer at the time the schedule was posted.
- B. Delegation. When the scheduling of hours is delegated to Resident Managers or other staff, the Resident Managers or designated staff, shall schedule the hours of residential staff according to the allotted hours by the Employer for regular work schedules keeping proper coverage secure at all times. Such schedules must be approved by the Resident Manager's immediate Supervisor.
- C. Coverage. Whenever scheduling of hours has been delegated to a Resident Manager or another staff person, the Resident Manager or staff person is responsible to make a good faith effort to procure coverage due to emergencies, such as but not limited to, illness, leave of absence, or vacation. However, it shall ultimately be the Employer's responsibility to see that such coverage is provided whenever the Resident Manager or other designated staff person is unable to do so. In instances where the responsibility for providing coverage for time off work for such emergencies as listed above, is delegated to the employee who will be taking time off work, such employee shall make a good faith effort to make arrangements to have another staff person cover the required hours. Whenever the staff member is unable to secure such coverage, or it is not feasible for them to attempt to do so, the responsibility for securing such coverage shall ultimately rest with the Employer after progressing through the normal chain of command for the residential facility and component. The Employer will not delegate responsibility for

providing coverage to the individual staff member affected with regard to vacations and other leaves of absence approved before the initial staff schedule is finalized.

- D. Acting Resident Manager. An Acting Resident Manager shall be appointed during any period of time in which the Resident Manager is absent for five (5) or more consecutive work days.
- E. Hours/Location. Employees are required to work the hours and location assigned to them by the Employer on a regular basis. In addition, employees may be required to work different locations than normally scheduled in cases of emergencies. Employees may also be requested to work hours which are different from their normal schedule for emergency situations and to the extent that no one is willing to agree to work such hours, the Employer may require the employee in the job classification where a change in hours is needed, with the least seniority, to work such hours. The least senior employee may be skipped if that employee has not been oriented to work in the home where coverage is needed or if it would cause an employee to work back-to-back shifts or cause an employee to work more than eighteen (18) consecutive awake hours. However, before requiring the least senior employee to work such hours, the Employer will make all reasonable attempts to secure such coverage on a voluntary basis, including attempts to have person(s) on the substitute technician list provide coverage.
- F. Meeting Notice. The Employer will attempt to give a minimum of one (1) weeks' notice to the employees when scheduling meetings. The Employer will give one (1) weeks' notice when scheduling training or in-service sessions.
- G. Minimum Hours. 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 physicals, employee evaluations, and in-services (excluding TB test and readings) called by the Employer.
- H. Ordered In. An employee not on-call ordered in to work under Section 3.3.E shall receive time and one-half if a back-to-back shift is worked.
- I. Flexible Work Hours for Resident Managers. The parties to this agreement recognize that flexibility in work schedules can be beneficial employees.

Each Program shall, consistent with its operating needs accept and consider requests from full-time and part-time employees to allow to voluntarily work a flexible work schedule, so long as programs remain adequately staffed.

- 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 an 8 hour consecutive shift between the hours of 6am and 6pm).

The Employer will respond in writing to any requests within fourteen (14) calendar days after receipt of the request. 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.

Denial or rescission of a change in work schedule shall not be grievable. 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. Vacation and Sick Leave 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.
 - e. The original approved/denial request form is sent to 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 fourteen (14) calendar days written notice to the Employer.
 - g. At any point after the fourteenth calendar day after the change in work schedule, the Employer may return the employee back to their original schedule with fourteen (14) calendar day's written notice to the employee. The written notice shall include the reasons for the decision. The immediate supervisor shall upon written request of the employee meet with the employee to give them an opportunity to address any difficulties before returning to the original schedule.
 - h. If an approved schedule is rescinded or canceled by either the supervisor or the employee, the supervisor must notify Human Resources.

J. Temporary Educational Schedule Changes. Each Program shall, consistent with its operating needs, accept and consider requests from full-time and part-time employees to temporarily adjust their schedule to allow them to obtain additional education. Employees will make every effort to schedule their classes around their regular work schedule, but when this is not possible, the following guidelines will be utilized:

1. Requests. An employee may request, in writing, a temporary change in their schedule for the purpose of attending school. The request must be submitted at least fourteen (14) days prior to the beginning of the requested change in

schedule. The request shall include the timeline of the schedule change (begin date and end date) and the method for covering their shifts (i.e.—switching with another employee or the name of the employee that will pick up the requestor’s shifts.) The Employer may request documentation from the employee confirming registration and days/times of classes.

2. Coverage. The employee shall find their own coverage for the temporary schedule changes.
3. Approval. Management will respond in writing to any requests within seven (7) calendar days after receipt of the request. The Employer shall provide the reason in writing for this decision. The Employer shall have the right, in its sole and absolute discretion, to approve or deny a request for clinical or operating needs.

Denial or rescission of a temporary educational schedule change due to clinical operating shall not be grievable.

4. Requirements. Approved temporary educational schedule changes shall be subject to the following requirements:
 - a. An employee must either switch and maintain their FTE or utilize PDO or personal leave without pay to equal their FTE. Employees must follow criteria in Sections 4.1 F and 4.10 for the use of PDO and/or personal leave without pay.
 - b. If the employee’s school schedule changes, they may revert back to their original schedule with fourteen (14) days’ notice to the Employer.
 - c. If the employee that agreed to cover the requestor’s shifts can no longer fulfill this obligation, the requestor will be responsible for finding alternate coverage.
 - d. The Employer may return the employee back to their original schedule for clinical or operating needs with fourteen (14) calendar days’ written notice to the employee. This written notice shall include the reasons for the decision.
 - e. If the temporary educational schedule change includes an employee missing staff meeting, the employee will be responsible for the content of the staff meeting notes.

3.4 OFFERING ADDITIONAL/REPLACEMENT HOURS

- A. Relief List. The Employer shall maintain a relief technician list for assignments due to employee absences or other reasons, however, qualified Bargaining Unit members shall be offered additional/replacement hours prior to using relief staff. Hours will first be

offered on an in-home seniority basis, within each residential facility prior to offering hours to staff from other facilities. Bargaining unit members from other facilities will then be offered additional/replacement hours at a particular facility provided they are trained and have indicated a desire to work at that facility. The Employer will utilize phone calls and texting (excluding group texts) when offering additional/replacement hours.

B. Offering Additional/Replacement Hours at Community Support Services for the Developmentally Disabled (CSDD) Facilities.

1. Bargaining Unit members must meet the following conditions to be eligible for additional/replacement hours:
 - a. the assignment will not cause the member's total work hours for a work week to exceed forty (40) hours per week;
 - b. the employee has registered their availability and preferences in the electronic residential scheduling system stating their availability to accept additional/replacement according to the timelines established by each program.
 - c. the additional hours will not cause the member to work more than eighteen (18) continuous hours awake.
2. CSDD will designate one day during each scheduling cycle to specifically schedule members for additional/replacement hours within their regularly assigned facility. The employee may, at their discretion, provide as much detail as desired about which shifts are preferable, up to and including which shifts are preferred in order of shift preferences, and such preferences shall be utilized when offering hours.

The Employer shall not be required to correct or pay the employee for violations of 3.4.B Offering Additional/Replacement Hours at Community Support Services for the Developmentally Disabled (CSDD) Facilities unless the mistake was brought to the Employer's attention within first consecutive five (5) calendar days following the scheduling cycle being closed. This exception shall only apply to violations resulting from shifts filled prior to the scheduling cycle being closed which the employee could have reasonably discovered by reviewing their schedule in the electronic scheduling system during the above consecutive five (5) calendar day period. Not working during this period shall not count as reasonable discovery. All other violations of this Section shall be subject to Section 1.9 Grievance Procedure as is the current practice.

3. Filling Overnight Technician Shifts. Vacant Overnight Technician shifts that cannot be filled with overnight technicians or relief staff because of the conditions above will be offered to Resident Technicians provided they do not cause a Resident Technician to work more than forty (40) hours per work week.
4. Overtime. If the Employer decides to offer hours which creates overtime these hours shall be offered to the employee who would result in the least amount of overtime. In the event two employees would have equal overtime the hours shall be offered in accordance with seniority.
5. Canceling of Shifts. Once a bargaining unit member is offered and accepts hours, neither overtime hours nor regular hours shall be cancelled by the Employer with less than forty eight (48) hours advance notice, except by mutual agreement of the employee and the Employer.
6. 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.

C. Offering Additional/Replacement Hours at Adult Mental Health Services (AMHS) Facilities.

1. Hours Known About Prior to Utilizing The Residential Electronic Scheduling System. Prior to the residential electronic scheduling system being utilized, Bargaining Unit members shall be offered hours at regularly scheduled staff meetings on a seniority basis within each residential facility to the extent that total work hours do not exceed forty (40) per week. When hours are offered at staff meetings, the Employer is not obligated to offer hours to bargaining unit employees in accordance with this provision when the total hours needed for a given day would cause the employee's total work schedule to exceed forty (40) hours for the week or when the employee does not attend the staff meeting in which hours are offered and has not advised the Resident Manager of their interest in the hours prior to the meeting. However, if a residential facility will not have a regularly scheduled staff meeting at least two (2) weeks prior to the residential electronic scheduling system being utilized, the available hours shall be posted at the residential facility at least one (1) week prior to the residential electronic system being utilized.

Residential Electronic Scheduling System. After following the process described in 3.4.C.1 above, qualified bargaining unit members shall be offered hours on a seniority basis provided that:

- (1) the assignment does not cause the member's total work hours for a work week to exceed forty (40) hours;
- (2) the employee has registered their availability in the residential electronic scheduling system stating their availability at least four (4) weeks prior to the start of a pay period; and
- (3) the hours will not cause the member to work more than eighteen (18) continuous hours awake.

The employee may, at their discretion, provide as much detail as desired about which shifts are preferable, up to and including rank ordering of preferred shift preferences, and such preferences shall be utilized when offering hours.

The Employer shall not be required to correct or pay the employee for violations of 3.4.C Offering Additional/Replacement Hours at Adult Mental Health Services (AMHS) Facilities unless the mistake was brought to the Employer's attention within first consecutive five (5) calendar days following the scheduling cycle being closed. This exception shall only apply to violations resulting from shifts filled prior to the scheduling cycle being closed which the employee could have reasonably discovered by reviewing their schedule in the electronic scheduling system during the above consecutive five (5) calendar day period. Not working during this period shall not count as reasonable discovery. All other violations of this Section shall be subject to Section 1.9 Grievance Procedure as is the current practice.

2. Hours Not Known About Prior to Utilizing The Residential Electronic Scheduling System. Bargaining Unit members shall be offered hours on a seniority basis within each residential facility to the extent that total work hours do not exceed forty (40) per week and to the extent that the employee has registered themselves available in the Residential electronic scheduling system. In addition, the Employer is not obligated to offer hours to Bargaining Unit employees in accordance with this provision when the total hours needed for a given day would cause the employee's total work schedule to exceed forty (40) hours for the week.

3. Overlapping Shifts.

- a) Shifts Open More than Forty-Eight (48) Hours in Advance – The full shift shall be offered to bargaining unit employees by seniority and casual employees with their availability in the electronic scheduling system as long as it does not result in overtime. If the shift is still open, it shall be offered allowing up to a two (2) hour overlap as long as it does not result in overtime

or leave the minimum number of staff necessary to complete the previously scheduled activities/appointments that fall during the overlap.

Interpretive Statement 2014 – For example, if three (3) Residential Technicians are normally scheduled and two (2) separate appointments outside the house have to be covered during the overlap, no overlap would be allowed because it would leave no staff at the house.

- b) Shifts Open Within Forty-eight (48) Hours in Advance - The full shift shall be offered to bargaining unit employees by seniority and to casual employees with their availability in the electronic scheduling system as long as it does not result in overtime. The amount of overlap may be increased above two (2) hours at management's discretion based on programmatic needs.
 - c) In-house staff only shall be offered the opportunity for overlapping shifts. To be eligible for an overlapping shift, staff will state their desire to pick up an overlapping shift during their staff meeting.
4. Overtime. If the Employer decides to offer hours which creates overtime these hours shall be offered to the employee who would result in the least amount of overtime. In the event two employees would have equal overtime the hours shall be offered in accordance with seniority.
5. Canceling of Shifts. Once a bargaining unit member is offered and accepts hours, neither overtime hours nor regular hours shall be cancelled by the Employer with less than forty-eight (48) hours advance notice, except by mutual agreement of the employee and the Employer.
6. Trading Shifts. Employees shall be allowed to trade shifts with another employee as long it does not result in more overtime for the two (2) employees with management's approval. Employees shall also be allowed to trade shifts that are back to back (e.g., day shift and afternoon shift) within the same residential facility with another employee if it results in an overlap of up to thirty (30) minutes with management's approval.
- The parties agree the practice of allowing employees to "bump" another employee out of shift is ended.
7. 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.

3.5 REDUCTION OF HOURS

- A. Reduction of Hours Definition. A reduction in the working force through a reduction in hours of a position(s) without eliminating the position(s).
- B. Reduction of Hours on Reverse Seniority. Reduction of hours will occur on a reverse seniority basis within job classification on a home-by-home basis provided employees are willing to work required hours. Non-bargaining unit residential hours will be reduced prior to any reduction in bargaining unit hours within each home to the extent bargaining unit staff are willing to work required hours.
- C. Reduction of Hours Which Changes Eligibility for Health Care Coverage. An employee whose hours are reduced by a sufficient amount which would result in an increase in their actual or potential premium copay for health care coverage or reduction in their health care buy out as determined by Sections 5.2.C.2 and 5.2.D shall have the option of exercising any rights of a laid off employee as outlined under Section 2.12 Layoff and Recall, except an employee may be recalled to a position that will increase their actual or potential premium copay for health care coverage or decrease their health care buy out as determined by Sections 5.2.C.2 and 5.2.D.

3.6 TRAVEL ALLOWANCE

- A. Mileage Allowance.
 - 1. All employees required to drive their own motor vehicle in the course of their employment with the Employer shall be paid at the IRS rate. Mileage accumulations shall be figured on a weekly basis. Employees may submit travel reimbursement claims less frequently.
 - 2. When employees who submit their completed travel reimbursement claims in accordance with Finance policy, procedure, and instructions to their Coordinator or their designee and the claims are received in the Finance Department by noon Friday, electronic fund transfer reimbursement or check reimbursement shall be effective or mailed no later than two Fridays following the submission. Any change in Finance policy, procedure or instructions shall not unreasonably prevent employees from receiving travel reimbursement. Any taxable reimbursement shall be effective or mailed no later than three Fridays following the submission. All mileage claims from a prior fiscal year ending September

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

B. Meals and Other Expenses.

Employees shall be compensated for meals and other expenses in the same manner and amount as the Employer adopts for other employees except that the allowance for meals when taking consumers out shall be increased from four dollars (\$4.00) to five dollars (\$5.00).

3.7 AUTOMOBILE INSURANCE REIMBURSEMENT

The Employer agrees to reimburse all Bargaining Unit employees for the 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 (\$300) dollars per year when an employee is designated by the Employer to use their personally owned vehicle for a business use in such a manner that the employee's insurance carrier requires a "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.

Employees who already are paying the higher business rate due to their own insurance company rating, as of the date this Agreement is signed, shall not be reimbursed; nor shall they be reimbursed the difference upon renewal of such insurance.

3.8 CHAUFFEUR'S LICENSE

All Bargaining Unit employees who are required by the Employer to have a chauffeur's license due to the nature of their job, after the signing of this Agreement, will be reimbursed for the cost of the license if they do not have a chauffeur's license. When an employee is required to renew their chauffeur's license, the employee will be reimbursed by the Employer for the difference in cost (if any) between a standard license and a chauffeur's license.

3.9 REIMBURSEMENT FOR DAMAGED PROPERTY

- A. Personal Property. The Employer will reimburse an employee for damages to clothing, eyeglasses, or corrective appliances (such as a hearing aid) caused by a consumer. In addition, the Employer will reimburse an employee for damage or loss of other personal property caused by a consumer to the extent that such reimbursement is covered by CMHA-CEI insurance. In addition, the Employer will assist an employee in being reimbursed for

reasonable costs by the responsible person for loss or damage to personal property caused by the consumer.

- B. Cars. If an employee is required to have a car as part of their job, the Employer will reimburse the employee for damage to employee's car caused by a consumer while the employee is on duty and/or on the Employer's premises up to a maximum of \$500.00. The Employee must first submit any damage to their insurance and the Employer will not reimburse for any damage covered by insurance, nor any damage which cannot be established as directly attributable to the Employer's consumers. Further, the Employer will not reimburse employees for damages caused when transporting a consumer if an Employer vehicle was available for that transport.

3.10 RULES AND REGULATIONS FOR RESIDENTIAL FACILITIES

It is understood and agreed that all residential facilities are under the jurisdiction and control of the Community Mental Health Authority. It is further agreed that all Community Mental Health Authority rules, regulations and policies shall be complied with and that the Employer retains the right to modify such rules, regulations and policies; provided such rules and regulations are not inconsistent with the terms of this Agreement. Further, it is understood that in addition to Community Mental Health Authority rules and regulations, each residential facility is subject to FIA, Fire, City, State and other rules, regulations and ordinances; therefore, it is agreed by the parties that all employees must abide by such rules and regulations as a condition of employment.

3.11 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:

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of elections.
- d. Notices of meetings.

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

3.12 JOB DESCRIPTION

Job descriptions for employees will be made available upon request.

3.13 TRIPS WITH CONSUMERS

The following shall apply to any trips with clients 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 level 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 alternative work remains at the worksite, the Employer shall attempt to provide an alternate work site while the consumers are gone.

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:
 - 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 this Article 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.
 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 3.14. Split samples will be taken and employees who test positive will be given an opportunity to arrange for a second test at their expense.
- Any person involved in administering a test for either drugs or alcohol that is not properly certified to use a piece of equipment or perform a specific procedure will result in the test being unusable for the purpose of showing a violation of this Article.
- 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. Any supervisor who suspects an employee is in violation of this Article 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, 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 PDO or vacation 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 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 Directors for the necessary information.
 6. The Classification Review Committee comprised of one Union representative from the Local or from the appropriate bargaining unit to be selected by the Union, one member of the Human Resources Department, and a Program/Associate Director, shall be convened to review each request. However, the Program/Associate Director shall not be from the Program requesting the review. Upon the request of the Classification Review Committee, other administrative staff (i.e., Medical Director, Nursing Administrator, Office Manager, etc.) may provide consultation to the Committee on classification reviews. However, the consultant may not vote on the final classification review.
 7. The Committee, the Union and the employee shall be provided with a complete copy of all submitted materials supporting the classification review, along with any additional written information provided by the Supervisor or Program/Associate Director. The Committee shall have access to any relevant documents.

8. Each employee requesting a classification review shall have up to one (1) hour to meet with the Committee to provide any additional information they would like the Committee to consider. Up to two (2) hours may be given for group requests. If the employee is part of a bargaining unit, they may have their Union steward or representative present at the meeting and the Union steward may address the Committee in support of the classification review. The Supervisor and Program/Associate Director shall also be available to address the Committee and answer any questions the Committee may pose.
9. Following the meeting, the Committee may request further documentation from the employee, the Supervisor or the Program/Associate Director pending a final decision. The Committee may also request that the Medical Director provide input to the Committee on clinical positions.
10. The Committee shall vote on each classification review following the meeting with the employee. However, the Committee may choose to suspend such a vote for up to two (2) weeks pending receipt of additional information.
11. The Committee shall make a written determination to the Program/ Associate Director of whether the employee is working out of the employee's classification, including the basis for such determination. If the Committee determines the employee is working out of the employee's classification it shall specify what classification the employee is recommended to be reclassified to. If one of the Committee members has a differing opinion, such opinion shall be included in writing with the determination. The employee, the Union, the Supervisor and the Program/Associate Director shall be provided with a copy of the Committee written determination.
12. The Program/Associate Director shall decide whether to reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties from the employee's current position. If higher duties are to be removed the Program/Associate Director shall specify in writing which higher duties are to be removed. This decision shall be completed in time to be implemented by the next budget year and communicated to the Human Resources Department, the Program, the Union, and the employee, in writing.
13. The Program/Associate Director's decision to reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties shall be final and is non-grievable. If the Committee determines that the employee is working out of classification, and the Program/ Associate Director does not reclassify the employee's position to the classification recommended by the Committee or to remove the higher duties, the employee shall have the option of

grieving. Any grievances filed regarding the application of this section shall begin at Step 3.

14. If a position is proposed to be reclassified to a new classification, that classification shall be established in accordance with the "Rates of New Jobs" article of this agreement.
15. Any increase in pay due to any reclassification will be effective with the next fiscal year. If duties are to be removed in lieu of reclassification, but the reduction in duties has not been finalized by the beginning of the next fiscal year, the employee will receive a 7% increase in pay from the beginning of the new fiscal year until such time as the duties have been removed.

3.16 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 or 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 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.

3.17 LABOR/MANAGEMENT COMMITTEES

A. 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.

B. 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 Member to the HCC. The Union also reserves the right to substitute a representative from another unit into a spot designated for a particular unit.

C. 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 the Local 459 Residential bargaining unit 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.

3.18 BED BUG TREATMENT PREVENTION

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

SECTION 4

ABSENCES AND LEAVES

4.1 ABSENCES AND LEAVES

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

Leaves of absence may be granted without pay or fringe benefits for the reasons delineated below in Paragraph D. An employee on such leave will not accrue vacation, holiday, sick leave, paid days off 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. 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 Days Off (PDO), personal and compensatory leave banks. The Employer will begin counting the thirty (30) days on the first day that an employee receives no paid time or when the waiting period for disability benefits has been completed, whichever is earlier. Any Illness Leave Bank hours do not alter in any manner the cost of benefits while on a leave of thirty (30) days or more.

Option 2 - To Continue All or Part of Insurance Coverage

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

3. Cost of Insurance While On FMLA Leave

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

- B. Termination of Leave.** The Employer may terminate a leave of absence if substantial evidence indicates that the leave is no longer applicable. The employee shall give the Employer at least seven (7) calendar days' advance notice of their intent to return to work upon completion of the leave. This timeline may be waived by mutual agreement. The Employer will schedule the employee's return to work seven (7) calendar days from the date the employee indicates they are able to return to work. 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, their 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 was commenced, provided employee returns to work immediately after expiration of the approved leave in the case of illness, worker's 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 worker's 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 2.12. 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, mother, father, sister, brother, son, daughter, or other relative or person in a similar relationship whose primary place of residence is the household of the employee. Requests for such leave 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 four (4) weeks or the amount of time in advance employees in that program must submit their availability in the electronic scheduling system as outlined under Section 3.4 Offering Additional/Replacement Hours – whichever is less - 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 and any overtime or compensatory time shall be paid as though the employee worked the hours of the 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.
 - i. Working Additional Hours – An employee on Union leave shall work additional hours as outlined below.
 - ii. 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.
 - iii. 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. Workers 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.

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.

E. Maternity Leave.

1. Disability caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery there-from shall be treated on the same terms and conditions as are applied under Section 4.4, Sick Leave, and Section 4.1.D.1, Illness Leave.

F. Personal Leave (Without Pay).

1. Personal Leave without pay shall be granted not to exceed twenty (20) days per calendar year, and not to be taken in increments of more than ten (10) consecutive work days.

2. Additional Personal Leave may be granted if it does not disrupt services.
3. Community Services for the Developmentally Disabled (CSDD). This section only applies to employees working in CSDD. The employees will be able to use a portion of Personal Leave without pay outlined in Subsection (1) every calendar year. These hours will be approved in the same manner as Paid Days Off (PDO) (Sections 4.10 B & C.) If these hours are requested at least two (2) weeks in advance of the day(s) requested, the Employer shall approve the leave and find coverage for these hours.
 - a. Hours available. Employees whose regular schedule of work usually consists of at least forty (40) hours and less than (60) hours per pay period will be able to use thirty (30) hours of Personal Leave without pay annually, employees whose regular schedule of work usually consists of at least sixty (60) hours and less than eighty (80) hours per pay period will be able to use forty-five (45) hours of Personal Leave without pay annually, and employees whose regular schedule of work usually consists of eighty (80) hours or more per pay period will be able to use sixty (60) hours of Personal leave without pay annually. Any of these hours unused at the end of the calendar year cannot be utilized in the following year.
 - b. Use of PDO vs. Personal Leave without pay. Employees may choose to use personal leave without pay prior to exhausting all PDO.
 - c. Unplanned Leave. Employees will be allowed to request leave within fourteen (14) days of the requested day(s) off and have it granted up to seven (7) times per calendar year (this includes both unplanned leave which is unpaid and when PDO is used.) In these circumstances, the employee agrees to find their own coverage. Additional time off beyond seven (7) times per calendar year may be granted by the Employer.
 - i. Approval for unplanned leave will be requested of management during business hours and not be requested of the On-call.
 - ii. Unplanned leave does not include unscheduled absences when an employee/family member is sick or for emergencies as outlined in Section 4.10 D.
 - iii. Trading shifts between co-workers are not defined as unplanned leave and therefore are not subject to the seven (7) time per year request limit. Employees shall be allowed to trade shifts with another employee as long as it does not result in more overtime for the two (2) employees with management's approval.

4. With regard to the Subsections above, the Employer, in its sole and absolute judgment shall decide whether or not such leave will disrupt services.

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 made 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 vacation accrual 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 4, or Sections 4.1.E or 4.1.H shall count towards an employee's FMLA entitlement, and not be granted in addition to FMLA entitlements.

4.3 BEREAVEMENT LEAVE

- A. Resident Managers. This provision only applies to regular full-time employees classified as Resident Manager.

An employee classified as a regular full-time Resident Manager shall be allowed bereavement leave with pay for a death in the immediate family in accordance with the following:

1. Five (5) days bereavement leave for spouse, child, parent or a member of the employee's immediate household.

2. Three (3) days bereavement leave for sibling, parent-in-law, -in-law, sibling-in-law, , grandparent or grandchild. For purposes of this section, OEI's family shall be considered "in-law."
3. Other Eligible Individual (OEI). Employees may have one (1) OEI for bereavement purposes, if ALL of the following eligibility criteria are met:
 - Employees who are married may NOT have an OEI;
 - The OEI may not be married to anyone else;
 - The OEI currently resides in the same residence as the employee and has done so for the last 12 months;
 - The OEI is not a renter, boarder, or tenant of the employee;
 - The OEI is not a "dependent" of the employee as defined by the IRS; and
 - The OEI is not eligible to inherit from the employee under the laws of intestate succession in the State of Michigan.
 - Excluded from being the employee's OEI are the employee's children, grandchildren, parents, siblings, nieces/nephews, aunts/uncles, cousins and grandparents.
4. One half (½) day bereavement leave for an employee who is selected to be a pall bearer for a deceased employee.
5. One half (½) day bereavement leave for the Union President, or their designee, in the event of the death of a bargaining unit employee to attend the funeral.

B. Residential Technicians/Overnight Technicians. All regular full-time and regular part-time Residential Technicians and Overnight Technicians shall be allowed bereavement leave for a death in the immediate family in accordance with the following:

1. Employees shall be eligible for pay for all hours scheduled to be worked for up to five (5) days after the death of a spouse, child, parent or a member of the employee's immediate household.

Employees shall be eligible for pay for all hours scheduled to be worked for up to three (3) days after the death of a sibling, parent-in-law, sibling-in-law, grandparent or grandchild. For purposes of this section, OEI's family shall be considered "in-law."

2. Other Eligible Individual (OEI). Employees may have one (1) OEI for bereavement purposes, if ALL of the following eligibility criteria are met:
 - Employees who are married may NOT have an OEI;
 - The OEI may not be married to anyone else;

- The OEI currently resides in the same residence as the employee and has done so for the last 12 months;
 - The OEI is not a renter, boarder, or tenant of the employee;
 - The OEI is not a "dependent" of the employee as defined by the IRS; and
 - The OEI is not eligible to inherit from the employee under the laws of intestate succession in the State of Michigan.
 - Excluded from being the employee's OEI are the employee's children, grandchildren, parents, siblings, nieces/nephews, aunts/uncles, cousins and grandparents.
- C. "Step" Relationships. For purposes of this section, a "step" relationship shall be considered to be "immediate family."

4.4 SICK LEAVE

- A. Scope. This provision only applies to regular full-time employees classified as Resident Managers.
- B. Hours Earned. A regular full-time employee classified as a Resident Manager shall earn four (4) hours sick leave for each eighty (80) hours of compensated time. A maximum of ninety (90) days may be accumulated.
- C. Use. An employee eligible for sick leave may use sick leave upon approval of their immediate supervisor for absence due to illness or injury to the employee or their child. An employee shall inform their immediate supervisor of the fact of the illness or injury and the reason prior to the start of their shift, but in no case shall notification be any later than the first hour of their absence except 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.
- D. Increments. Sick leave shall not be granted for any period of time less than in one (1) hour increments.
- E. 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 reason to believe an employee is abusing the sick leave provisions of the Agreement.
- F. Termination. Upon resignation or dismissal, all sick leave credits shall be cancelled and shall not be reinstated or paid.

- G. Retirement. Unused sick leave shall be paid to an employee upon retirement or upon the employee's death, to their beneficiary, at the rate of one-half (½) their current annual pay up to a maximum payment equivalent to eighty (80) work days pay.
- H. Disability/Workers Compensation. Under no circumstances shall an employee receive sick leave pay while they are receiving benefits from the Employer's disability insurance plan or worker's compensation plan.
- I. Abuse. An employee who abuses the sick leave policy or fails to produce physician certification when required to do so, as specified in this section of the Agreement, will not be paid sick leave for the questioned absences and may be subject to disciplinary action. "Abuse" shall include such instances of sick leave usage where the Employer has objective reasons to believe the employee is not sick or where the employee has used sick leave in a pattern (e.g., Fridays, Saturdays or other consistent patterns). A pattern shall be defined as four (4) or more days within a six (6) month period; however, this is not intended to be an all-inclusive list.

4.5 HOLIDAYS AND HOLIDAY PAY FOR RESIDENT MANAGERS 

- A. Scope. This provision only applies to regular full-time employees classified as Resident Managers
- B. Holidays Recognized. The following holidays are recognized by the Employer:

1. New Year's Day	8. Veteran's Day
2. Martin Luther King Day	9. Thanksgiving Day
3. President's Day	10. Friday following Thanksgiving Day
4. Memorial Day	11. The Day before Christmas
5. Juneteenth	12. Christmas Day
6. Independence Day	13. The Day before New Year's Day
7. Labor Day	
- C. Holidays Not Worked. Regular full-time Resident Managers who are not required to work on the above recognized holidays will receive eight (8) hours pay at their regular base rate for the holiday.
- D. 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.
- E. 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.

- F. Holidays Worked. Regular full-time Resident Managers, who are required to work on a holiday, shall earn compensatory time at the rate of time and one-half (1 ½) for all hours worked on a holiday.
- G. 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, or their designee.
- H. Holiday Compensatory Time. Regular full-time Resident Managers shall earn compensatory time 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 at the rate of time and one-half (1 ½) for time worked.
 - 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 at the rate of time and one-half (1 ½) for the day in which the greatest number of hours were worked.

4.6 HOLIDAY PAY FOR RESIDENTIAL TECHNICIANS AND OVERNIGHT TECHNICIANS

- A. Technicians. Regular full-time and regular part-time Residential Technicians and Overnight Technicians, excluding temporary employees and casual employees (less than forty (40) hours per pay period) who are required to work on the recognized holiday (as defined below) shall be paid at the rate of time and one half (1 ½) for hours worked on the recognized holiday.
- B. Holidays Recognized. The following holidays are recognized by the Employer:

<ul style="list-style-type: none"> 1. New Year’s Day (January 1) 2. Martin Luther King Day 3. Easter Sunday 4. Memorial Day (last Monday in May) 5. Juneteenth 6. Independence Day (July 4) 7. Labor Day (1st Monday in September) 	<ul style="list-style-type: none"> 8. Veteran’s Day 9. Thanksgiving Day 10. Friday following Thanksgiving Day 11. The Day before Christmas (Dec 24) 12. Christmas Day (December 25) 13. The Day before New Year’s Day (December 31)
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- C. Veterans' Day. When Veterans' Day falls on a Saturday, the preceding Friday shall be observed as the holiday. When Veterans' Day falls on a Sunday, the following Monday shall be observed as the holiday.



4.7 VACATION

- A. **Scope.** This provision only applies to regular full-time employees classified as Resident Managers.
- B. **Hours Earned.** All regular full-time employees classified as Resident Managers shall earn credit toward vacation with pay in accordance with the following schedule:
1. During the first (1st) year of employment through the third (3rd) year of employment, an employee shall earn 4.615 hours per two (2) week pay period (15 days per year). Subject to supervisor discretion, vacation time may be used during the first six (6) months of employment.
 2. Commencing with the fourth (4th) year of employment through the sixth (6th) year of employment, an employee shall earn 6.153 hours per two (2) week pay period (20 days per year).
 3. Commencing with the seventh (7th) year of employment through the ninth year of employment, and employee shall earn 6.461 hours per two (2) week pay period (21 days per year.)
 4. Commencing with the tenth (10th) year of employment and thereafter, an employee shall earn 6.769 hours per two (2) week pay period (22 days per year.)
- C. **Use.** Vacation days may not be used before they are earned as set forth above.
- D. **Scheduling.** Each Program Director shall keep a record of vacation credit, and shall schedule vacations to accommodate the operating requirements of the program and, insofar as possible, the written request of the employee. The Employer shall respond to any written request for vacation by no later than two (2) weeks.
- E. **Accumulation.** An employee may use their vacation time at their own discretion insofar as it does not conflict with Section C & D, above. An employee may accumulate a maximum of thirty (30) days, two hundred forty (240) hours of vacation time.
- F. **Unused Vacation.** Reimbursement for unused vacation will be paid in wages only upon termination.
- G. **Schedule Conflicts.** In the event of conflicting requests for vacation periods by employees, priority shall be based on seniority, all other things being equal.
- H. **Termination.** An employee who is laid off, retires or severs employment shall receive any unused vacation.

I. Rate of Pay. Employees will be paid their current rate of pay while on vacation and will receive credit for any and all benefits provided for in this Agreement.

J. Vacation Time Buy-Out.

Effective December, 2023, and each December thereafter, all full-time employees classified as Resident Managers shall be eligible to convert up to sixty (60) hours accumulated Vacation Time to wages, subject to the following conditions:

1. An employee shall receive one (1) hour of pay for each one (1) hours converted.
2. An employee may convert up to sixty (60) hours.
3. Employees may not convert vacation time hours in any amount that would reduce their vacation time below 180 hours.

4.8 JURY DUTY

A. Scope. This provision shall apply to all regular full-time and regular part-time bargaining unit employees.

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

4.9 PERSONAL LEAVE WITH PAY

A. This provision only applies to regular full-time employees classified as Resident Managers or Overnight Technicians. Regular full-time Resident Managers are allowed four (4) personal leave days per year. Overnight Technicians are allowed one hundred (100) personal

leave hours per year (Jan. 1st - December 31st) for full-time employees and eighty (80) personal leave hours for part-time employees.

- B. Upon reaching fifteen (15) or more years of seniority, Resident Managers will earn one (1) additional day of Personal Leave with Pay per year.
- C. Overnight Technicians may choose not to use any Personal Leave with Pay for FMLA time off due to their limited number of paid leave hours.
- D. Personal leave is computed for new regular full-time employees classified as Resident Managers or Overnight Technicians on the following basis.

<u>Hire Date</u>	<u>Number of Days Full-Time</u>
Between Jan. 1 - June 30	Full Allowance
Between July 1 - Sept. 30	Half Allowance
Between Oct. 1 - Dec. 31	No Allowance

- E. Personal leave is not accumulated and must be used before December 31st or it will be lost.
- F. The Employer shall respond to any written request for personal leave by no later than two (2) weeks.

4.10 PAID DAYS OFF

- A. Hours Earned. All regular full-time and regular part-time Residential Technicians, excluding Overnight Technicians, shall earn paid time off for every eighty (80) hours of paid work time, excluding overtime in accordance with the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>	<u>Accumulation/Pay Period</u>
0 – 3 years	16/year	4.923 hours
4 – 6 years	19/year	5.846 hours
7 – 9 years	23/year	7.077 hours
10 + years	24/year	7.385 hours

- B. Use.
 - 1. Paid time off is approved based upon programmatic and scheduling needs. Therefore, there may be instances where paid time off is not granted by a supervisor. However, the Employer will make every reasonable attempt to schedule paid time off as requested by the employee.

2. To request paid time off, an employee must provide their immediate supervisor with a written request for paid time off and such request must be at least two (2) weeks in advance of the day(s) requested.
 3. The Employer shall respond to any written request for paid time off by no later than two (2) weeks.
 4. Employees may take paid time off if the time is earned and the employee has prior supervisory approval.
- C. Scheduling Conflicts. If two (2) or more employees apply for paid time off on the same date and request such time off two (2) weeks in advance of the date requested, seniority shall apply for determining which employee receives approval.
- D. Exceptions to Requirement for Written Request for Use of PDO at Least Two (2) Weeks in Advance.
1. Illness/Injury Use. The exception to the requirement for two (2) weeks' notice for paid time off is when an employee must miss work due to illness or injury of the employee, their spouse, their child or for a member of the immediate family residing in the same household. The Employer retains the right to require a physician's certificate if there is reason to believe an employee is abusing paid time off when, in fact, the employee, their spouse, their child or for a member of the immediate family residing in the same household is not sick or injured. An employee who abuses paid time off as sick leave and is also paid for such time off shall forfeit such pay. Abusing paid time off in this manner whether on paid time or not will result in disciplinary action, up to and including discharge.
 2. Unforeseen Emergency Use. An exception to the requirement for two (2) weeks' notice for paid time off is when an employee must miss work due to an unforeseen emergent matter. An unforeseen emergent matter shall be defined as a serious unexpected matter requiring immediate attention. In this case, employees are required to provide notice to Management/On-Call as soon as possible, and make reasonable attempts to secure coverage when applicable. If it is not possible for the employee to attempt to find coverage, Management/On-Call will secure coverage. The Employer retains the right to require documentation if there is reason to believe an employee is abusing paid time off when, in fact, the employee does not have an unforeseen emergency. An employee who abuses paid time off as unforeseen emergency use and is also paid for such time off shall forfeit such pay. Abusing paid time off in this manner whether on paid time or not will result in disciplinary action, up to and including discharge.

E. Accumulations. An employee may accumulate a maximum of twenty five (25) paid days off, two hundred (200) hours. Accumulations above twenty five (25) days shall be dropped from the computer and lost by the employee, except in those instances, where a Supervisor denies it based upon programmatic need, (e.g., short staffed) provided however, that the employee makes immediate arrangements to take the time off with the Supervisor.

F. Paid Days Off Buy-Out.

Effective December, 2023, and each December thereafter, all full-time employees and part-time employees classified as Residential Technicians, , excluding Overnight Technicians, shall be eligible to convert up to sixty (60) hours accumulated Paid Days 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 sixty (60) hours.
3. Employees may not convert paid days off hours in any amount that would reduce their paid days off below one hundred forty (140) hours.

G. Unused Paid Time Off. An employee who is laid off, retires or severs employment shall receive any unused paid time off.

H. Unplanned Leave – Community Services for the Developmentally Disabled (CSDD): CSDD Employees will be allowed to request leave within fourteen (14) days of the requested day(s) off and have it granted up to seven (7) times per calendar year (this includes both unplanned leave which is unpaid and when PDO is used.) In these circumstances, the employee agrees to find their own coverage. Additional time off beyond seven (7) times per calendar year may be granted by the Employer.

1. Approval for unplanned leave will be requested of management during business hours and not be requested of the On-call.
2. Unplanned leave does not include unscheduled absences when an employee/family member is sick or for emergencies as outlined in Section 4.10 D.
3. Trading shifts between co-workers are not defined as unplanned leave and therefore are not subject to the seven (7) time per year request limit. Employees shall be allowed to trade shifts with another employee as long as it does not result in more overtime for the two (2) employees with management's approval.

4.11 ABSENCES DUE TO ILLNESS

An employee shall inform their immediate supervisor of the fact of an illness or injury and the reason, prior to the start of their shift, but in no case shall notification be any later than first hour of their absence except when circumstances beyond the employee's control prevent such notification.

4.12 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 testing. Unless on an approved unpaid leave or on worker's compensation, employees shall be compensated for all time spent at such an examination. Prior to a required exam, the Union shall be notified. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of those doctors shall select a third doctor whose decision shall be final and binding on the parties. The decision of the third doctor shall be expressly limited to the issue on whether the employee is able to perform the relevant job duties, and shall not be admissible by either party for the purpose of determining whether the employee is eligible for disability benefits under the Workers' Compensation Disability Act or any disability insurance policy. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.
- C. Disputes. If an employee is required to obtain an exam and if the employee does not believe the Employer has reasonable basis, the employee may grieve such requirement. If an employee declines to obtain the exam and is disciplined and it is later ruled the Employer did not have reasonable basis, any discipline for declining shall be overturned and the employee made whole.

4.13 WORKERS COMPENSATION WAITING PERIOD WHEN INJURED BY A CMH CLIENT

- A. Advancing Sick Leave. Resident Managers who qualify for Workers' Compensation benefits due to an injury by a CMHA-CEI client and do not have sufficient sick time to cover the six-day waiting period, are eligible to receive advanced sick leave to cover such waiting period. Resident Managers will be required to pay the advance back. Forty-eight (48) hours is the maximum number of hours that can be advanced, or eight (8) hours per scheduled day. Resident Managers must use all accumulated sick time before applying for

such advance. Resident Managers who qualify for this advance shall submit a written request with their time card.

- B. Free Paid Days Off. Residential Unit employees, excluding Resident Managers, 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). Employees who qualify for free paid days off shall submit a written request with their time card and write in the number of requested hours under the "Other" section of the time card.

SECTION 5

COMPENSATION AND BENEFITS

5.1 LIFE INSURANCE COVERAGE

- A. Full-Time Employees. The Employer agrees to pay the full premium of term life insurance for all full-time regular employees an amount based on each employee's annual salary as follows:

<u>SALARY RANGE</u>	<u>INSURANCE VALUE</u>
Up to \$10,000	\$15,000 of coverage
\$10,001 - \$15,000	\$20,000 of coverage
\$15,001 and up	\$25,000 of coverage

- B. Part-Time Employees. Regular part-time employees shall be provided term life insurance in the amount of five thousand and no/100 dollars (\$5,000.00).
- C. Salary Figure. The annual salary figure used to determine the amount of an employee's life insurance coverage shall be the employee's salary as of January 1st of each year of this Agreement.
- D. Supplemental Insurance. Supplemental term life insurance will be made available to the extent offered by the insurance carrier, provided the Employer shall not be liable for any costs related to such supplemental coverage.

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, \$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.)

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

B. Premiums.

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

In addition, upon the request of either party, the Parties will meet starting no earlier than August 1st and ending no later than October 15th of each year of this Agreement, to explore alternate plan options to replace plans expiring on the immediately following December 31st. Except for changes in carriers or coverages permitted under the first paragraph of this subsection 5.2.B.1, the parties may make changes to the health care plans only by mutual agreement. After October 15th of each year of this agreement, the parties shall have no obligation to meet until August 15th of the following year except for meetings outlined in Section 3.17.B. Health Care Committee.

2. Employees may elect non-Base Plan Coverage.

Effective January 1, 2014 and through the term of this Agreement, 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)
-OR-
 - 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 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 will pay over the cap of coverage elected), and **in addition**, shall pay any co-pay required of a part-time employee pursuant to the schedule set forth below.

SCHEDULE OF PART-TIME ELECTIVE CO-PAYS

Regularly Scheduled <u>Hours</u>	Co-Pay for Electing <u>Additional Coverage</u>
At least 20 but less than 30 hours	Ten percent (10%) of the hard cap amount of the elected coverage for two-person/family coverage.
At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. Five percent (5%) of the hard cap amount if family 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 will pay 20% of the premium for coverage elected), and **in addition**, shall pay any co-pay required of a part-time employee pursuant to the schedule set forth below.

SCHEDULE OF PART-TIME ELECTIVE CO-PAYS

Regularly Scheduled Hours	Co-Pay for Electing Additional Coverage
At least 20 but less than 30 hours	The difference between the single base plan premium rate and the premium rate of the two-person or family coverage elected <u>OR</u> Ten percent (10%) of the premium amount of the coverage elected, whichever is less.
At least 30 but less than 40 hours	No additional co-pay required for two-person base plan coverage. If family coverage is elected, co-pay is the difference between the two-person premium rate and the family premium rate, <u>OR</u> Five percent (5%) of the premium amount if family coverage elected, whichever is less.

D. Health Care Buy Out. Employees who 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. Emp 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 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 limits).

3. Employees who choose option 1 or 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 the 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.

E. Health Care Buy Down.

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

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

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

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

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

4. It is expected that employees who choose this option shall not re-enroll for at least a one-year period unless they lose their alternative coverage.
 5. Employees who choose the monthly payment instead of health care for their family members and who subsequently lose their alternative health care for their family members shall be allowed to re-enroll the month following the loss of alternative coverage.
- F. 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.
- G. New Employees. Effective January 1, 2014, the waiting period shall be reduced to ninety (90) calendar days. Anyone hired prior to January 1, 2014; the waiting period will end no later than ninety (90) calendar days from January 1, 2014.

Any new employee shall be allowed to receive health care coverage by paying the premium themselves which would be effective as allowed by a contract with the health insurance carrier which has been mutually agreed to by the Employer and the Union.

5.3 RETIREE HEALTHCARE

- A. Retiree Healthcare. 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). They 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.
 - 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. 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

- A. Residential Technicians and Overnight Technicians. The Employer agrees to pay the full premium on a group short-term and long-term disability insurance policy, effective fifteen (15) days after a regular full-time or regular part-time Residential Technician and Overnight Technician 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.

- B. Resident Managers. 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 Resident Manager 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 DENTAL INSURANCE

Scope. This provision only applies to regular full- and part- time employees classified as Resident Managers, , Residential Technicians, and Overnight Technicians.

- A. Premium. The Employer agrees to pay the single, double or family premium for dental coverage. The plan shall include one hundred percent (100%) of a contracting dentist's reasonable and customary charge for Preventive care (Type I), and eighty-five percent (85%) for Restorative care (Type II) and Replacement care (Type III), and \$1500 maximum per family member per contract year. Additionally, the plan shall include a once per lifetime \$1000 maximum coverage for orthodontic care per family member up to age nineteen (19).
- C. Coverage. 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 as reasonable and customary charges, whichever is less.
- D. Carrier. The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed.
- E. New Employees. All new employees shall have a waiting period of twelve (12) months from the first day of the month following their date of regular employment before becoming eligible for dental insurance. Any new employee shall be allowed to receive dental coverage by paying the premium himself/herself which would be effective as allowed by a contract with the dental insurance carrier which has been mutually agreed to by the Employer and the Union.

5.6 CREDIT UNION

Bargaining unit employees shall be eligible to join credit unions to the same extent it is offered to other employees of the Employer.

5.7 RETIREMENT

- A. MERS Plan. All employees covered by this Collective Bargaining Agreement shall be covered by the Municipal Employees Retirement System Plan B-3 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 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 by out payments as outlined in Section 5.2D 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 retirement plan will be borne by the Employer except that employees shall pay 1.54% of all compensation through payroll deduction using pre-tax dollars in order to cover the cost of the difference between the ten year vesting and V-6 and the difference between the B-2 and the B-3.
- C. Credited Service. Any employee covered by this Agreement who is employed as of the effective date of this Agreement shall be given credit for any time they have been employed in a regular full-time or part-time position.

5.8 GENERAL LIABILITY INSURANCE COVERAGE

The Employer shall maintain general liability insurance coverage for the Resident Managers, Residential Technicians, and Overnight Technicians provided they are acting within the scope of their job description and are following conventional methods of care.

5.9 LONGEVITY RESIDENT MANAGERS

- A. Scope. This provision only applies to regular full-time employees classified as Resident Managers.
- B. Rules/Schedules.
All regular full-time employees classified as Resident Managers 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.

1. The longevity bonus shall be computed as outlined in subsection B.7 below.
2. The longevity bonus shall be computed from the employee's original date of continuous permanent employment.
3. On the employee's fifth (5th) anniversary of full-time equivalent continuous service, excluding unpaid leaves of absence; employees shall receive annual longevity bonus payments as provided in the schedule.
4. To be eligible for the longevity bonus, an employee must be classified as a regular full-time or a regular full-time employee on an approved leave of absence or layoff, and be employed as a regular full-time employee on the date of distribution of the longevity checks. Furthermore, employees must have completed continuous full-time employment equal to that required for original eligibility, plus they must work a minimum of nine (9) months (1,440 hours) during the twelve (12) months preceding their anniversary date.
5. Employees whose employment terminates because of retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding their anniversary date to the date of cessation of their active employment.
6. Employees whose employment terminates for other reasons prior to their anniversary date shall not be eligible to receive a longevity bonus.
7. Payment of the longevity bonus shall be a percentage of \$26,000, on the following schedule:

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

8. Employees that are promoted from within the Residential Unit or transfer from any other bargaining unit or non-represented position into a Resident Manager position, will continue to receive their Longevity bonus on their anniversary date. Longevity payments will be prorated and paid at the rates that were earned while in each position when an employee transfers into the Resident Manager position in the twelve (12) months prior to the anniversary date.

5.10 LONGEVITY BONUS - RESIDENTIAL TECHNICIANS AND OVERNIGHT TECHNICIANS

A. Scope. This provision applies to regular full-time and part-time employees classified as Residential Technicians Overnight Technicians.

B. Rules/Schedules.

All regular full-time and part-time employees classified as Residential Technicians and Overnight Technicians will receive a longevity bonus in addition to their regular pay according to the following rules and schedule of payment:

1. The longevity bonus shall be computed from the employee's original date of continuous permanent employment.
2. To be eligible for the longevity bonus, an employee must be classified as regular full-time or part-time, or a regular full-time or 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, employees must work a minimum of nine (9) months during the twelve (12) months preceding their anniversary date.
3. On the employee's sixth (6th) anniversary of full-time or part-time continuous service, excluding unpaid leaves of absence as described above; employees shall receive an annual longevity payment based on the following schedule:

6 years through 9 years:	\$930
10 years through 14 years:	\$1,080
15 years and 19 years:	\$1,230
20 years and over	\$1,380

4. Employees whose employment terminates because of retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time or part-time active employment credited to them from their preceding anniversary date to the date of cessation of their active employment.
5. Employees whose employment terminates for other reasons prior to their anniversary date shall not be eligible to receive a longevity bonus.
6. Residential Technician or Overnight Technician who is promoted or transferred to a large unit or Resident Manager position with the Employer and maintains continuous regular employment, and who would receive a longevity bonus had

they remained in their former position, shall be given a prorated portion of the longevity bonus from their former position at the time it is distributed on their anniversary date.

7. Employees that transfer from any other bargaining unit or non-represented position into the Residential bargaining unit, will continue to receive their Longevity bonus on their anniversary date. Longevity payments will be prorated and paid at the rates that were earned while in each position when an employee transfers in the twelve (12) months prior to the anniversary date.

5.11 TAXES ON LONGEVITY BONUSES

Effective from and after execution of this Agreement, the Employer shall use an employee's actual rate for federal tax deductions for separate paychecks (i.e., longevity) instead of using the twenty percent (20%) rate.

5.12 DEFERRED COMPENSATION

The Employer agrees to provide a deferred compensation plan. There will be a Deferred Compensation Committee, composed of the Board's Human Resources Committee Chairperson, Chief Human Resources Officer, Chief Financial Officer and two (2) 512 Union members and two (2) 459 Union members to be selected by the Union. The Committee will review the plan and make recommendations regarding changes.

5.13 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.

5.14 COMPENSATION

- A. Salary Schedule. Each employee shall receive an hourly rate in accordance with the salary schedule of this Agreement corresponding to their job classification and their step level, when applicable.
- B. Step Increases. The employee's date of hire shall be used to determine the date of step increases, except as to Resident Managers, for whom the date of beginning continuous employment as a Resident Manager shall be used to determine the 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 and pay raises on the actual date the employee is entitled to the increase.


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.

- 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.
- C. Initial Step Level. The original hire of any Resident Manager shall be at the first step, provided that an employee may be placed at a higher step level due to previous experience as determined by the Employer.

An employee promoted into a Resident Manager or Residential Technician position shall be placed on the step which gives at least an increase of \$1,000 in the annual salary. An Overnight Technician promoted to a Residential Technician shall be placed on the step corresponding to the employee's seniority.

- D. Residential Technician Steps. Each employee initially hired into the position of Residential Technician shall be placed at the Start Salary Level until the pay period following ninety (90) days of employment as a Residential Technician, except a former bargaining unit employee may be placed at a higher step level due to previous experience as determined by the Employer. Effective on the first day of the pay period in which the employee completes said ninety (90) day period, an employee classified as a Residential Technician shall then be placed on the Salary Schedule at Step 2. If a former bargaining unit employee is placed at a step level higher than the Start Salary Level, they shall be placed on the next step of the Salary Schedule as outlined in subsection B Step Increases.
- E. Overnight Technicians. Employees classified as Overnight Technicians shall be compensated at the regular Residential Technician rate for time spent in required meetings (i.e., staff meetings, training, etc.). Whenever an employee, classified as an Overnight Technician performs Residential Technician work, such employees will be compensated at the Residential Technician rate, corresponding to the employee's seniority.
- F. Working In Lower Classifications. Any employee working replacement hours for an employee in a lower job classification will be paid at their regular rate of pay. (For example, if a Residential Technician works an Overnight Technician shift, that employee will be paid at the Residential Technician Rate. )
- G. Effective Date. The benefits provided by this Agreement shall be effective as of the effective date hereof unless otherwise stipulated. No benefits of any nature, whether fringe benefits, by way of example and not limitation, or any other, shall be retroactive.

5.15 OPTICAL COVERAGE

- A. Plan. The Employer agrees to pay the full premium for Optical Coverage as hereinafter set forth, for regular full-time and regular part-time bargaining unit employees and their families. 
- B. Carrier. The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed.

- C. New Employees. New employee shall have a waiting period of twelve (12) months from the first day of the month following their date of regular employment before becoming eligible for optical coverage.

Any new employee shall be allowed to receive optical coverage by paying the premium themselves which would be effective as allowed by a contract with the optical insurance carrier which has been mutually agreed to by the Employer and the Union.

5.16 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.

5.17 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.

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

SECTION 6

MISCELLANEOUS

6.1 MISCELLANEOUS

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

6.2 GUIDELINES FOR RESIDENT MANAGERS

The Resident Manager position is associated with greater responsibility and more complex duties within a home. The Resident Manager is not a Supervisor and does not have the power to fire, hire discipline, evaluate and promote. These responsibilities are not those of the Resident Manager, but are inherent in the position of Supervisor, Coordinator, Office Manager, Program Director and Associate Director, etc. Upon the approval of the Coordinator and in the absence of the Coordinator, a Resident Manager may be assigned non-supervisory administrative duties, but shall not be the final authority in the case of a dispute. Such approval shall be in the sole and absolute discretion of the Employer. Therefore, the Resident Manager is not 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 Resident Manager is acting as a temporary Coordinator. However, this does not mean that the Resident Manager cannot monitor time cards, provide input and observations relative to evaluations, discipline, etc.

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, 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
BETWEEN
COMMUNITY MENTAL HEALTH AUTHORITY
CLINTON, EATON AND INGHAM COUNTIES
AND
OFFICE AND 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.

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

Illness Leave Bank Policy

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 current Disability Policy calls for a thirty (30) day waiting period, and

Whereas, the Employer and the Union acknowledge that this waiting period causes hardship in some cases, and

Whereas, both parties wish to establish a mechanism for employees to donate to other employees Sick Leave in cases of hardship.

Therefore, it is hereby agreed and understood between the parties that:

1. An employee may donate accumulated Sick Leave/PDO 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 Sick Leave/PDO is donated per calendar year.
 - B. Accumulated Sick Leave/PDO/ is donated in hourly increments.
 - C. Accumulated Sick Leave/PDO is not donated within thirty (30) calendar days of termination. Any hours donated during this period shall be voided.

2. An employee may receive hours from the Illness Bank provided:
 - A. The employee has been on illness leave, an approved leave under Section 4.1.D.3. Prolonged Illness in Immediate Family, or a leave to care for a family member that qualifies under the Family Medical Leave Act for ten (10) consecutive calendar days or more beginning with the employee's absence on their first scheduled day of work.

For example, an employee is scheduled to work Monday, Wednesday and Friday. They work a partial day Monday due to illness. Their illness leave would begin Wednesday.
 - B. The employee has used or will use all of their accumulated Sick Leave/PDO/Personal Hours and Compensatory Time and the injury or illness disability is not covered by Workers' Compensation.

Sick Leave bank hours may not be used to cover the same period of time an employee is receiving disability payments.
 - C. Illness Leave Bank hours may be requested only:
 - a) In the event that leave is for a shorter duration, which is equal to or greater than ten (10) consecutive calendar days or equal to or less than thirty (30) consecutive calendar days beginning with the employee's absence on their first scheduled day of work.
 - b) 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 state (FTE).
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 Office. Hours from the Illness Leave Bank shall be assigned on a first come, first served basis using the effective date of the request, unless these hours were donated directly to a 459 Bargaining Unit member through the Illness Leave Bank. Any directly donated hours which are not used for the recipient's request within thirty (30) days from the beginning of the leave shall be

assigned on a first come first served 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.

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

Residential 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 Employee Handbook for Residential employees contains a section of employment guidelines, and

Whereas, paragraph C 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, the Union has proposed amending those provisions, and

Whereas, the Employer is agreeable to waiving enforcement of some of those provisions.

Therefore, it is agreed:

1. Members of the immediate family (spouse, child, sibling) or persons residing in the same household may work in positions where both would be under the direction of the same immediate supervisor if the following are met:
 - A. One will not exercise control over the job performance of the other.
 - B. Such staff will not be scheduled to work in the same home, either together or at separate times.

- C. The Employer grants approval. Approval will be denied if the Employer has reason to believe it could be disruptive to the functioning of the homes.
2. This Letter of Understanding shall be effective 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

Residential 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 new services normally performed by Bargaining Unit employees should be directly operated or privatized.
2. This Letter of Understanding shall be used in conjunction with Section 2.2. Subcontracting of the collective bargaining agreement.
3. The August 22, 2003 Letter of Understanding shall be null and void for the Residential unit only.

**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

As needs emerge, specifications for the service are outlined by CMHA-CEI staff following Board policy and direction. These specifications will address dimensions such as:

- strategic issues (competition in the market, value of service to viability of CMHA-CEI in the field, etc.)
- population to be serviced: age, range, diagnosis, functioning level, etc.
- broad service modality in which service is set: inpatient, residential, outpatient, etc.
- location/setting in which service is provided
- frequency of contact
- desired outcome of service
- relation to other services
- staff qualifications
- other specifications related to specific services

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

ATTACHMENT 1

OFFICE AND
INTERNATION

Proposals submitted by potential providers, including CMHA-CEI, in response to the standards and dimensions are reviewed in comparison with those of other providers.

The methods used to make this comparison may include:

- A review of submitted materials
- An interview of the bidding providers
- 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

Paul Brooks, Service I

Sara Jacob, Steward

