

12/31/94

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY

AND

COMMUNITY MENTAL HEALTH EMPLOYEES

AFSCME CHAPTER 10, AFL - CIO

St. Clair County

JANUARY 1, 1992

THROUGH

DECEMBER 31, 1994

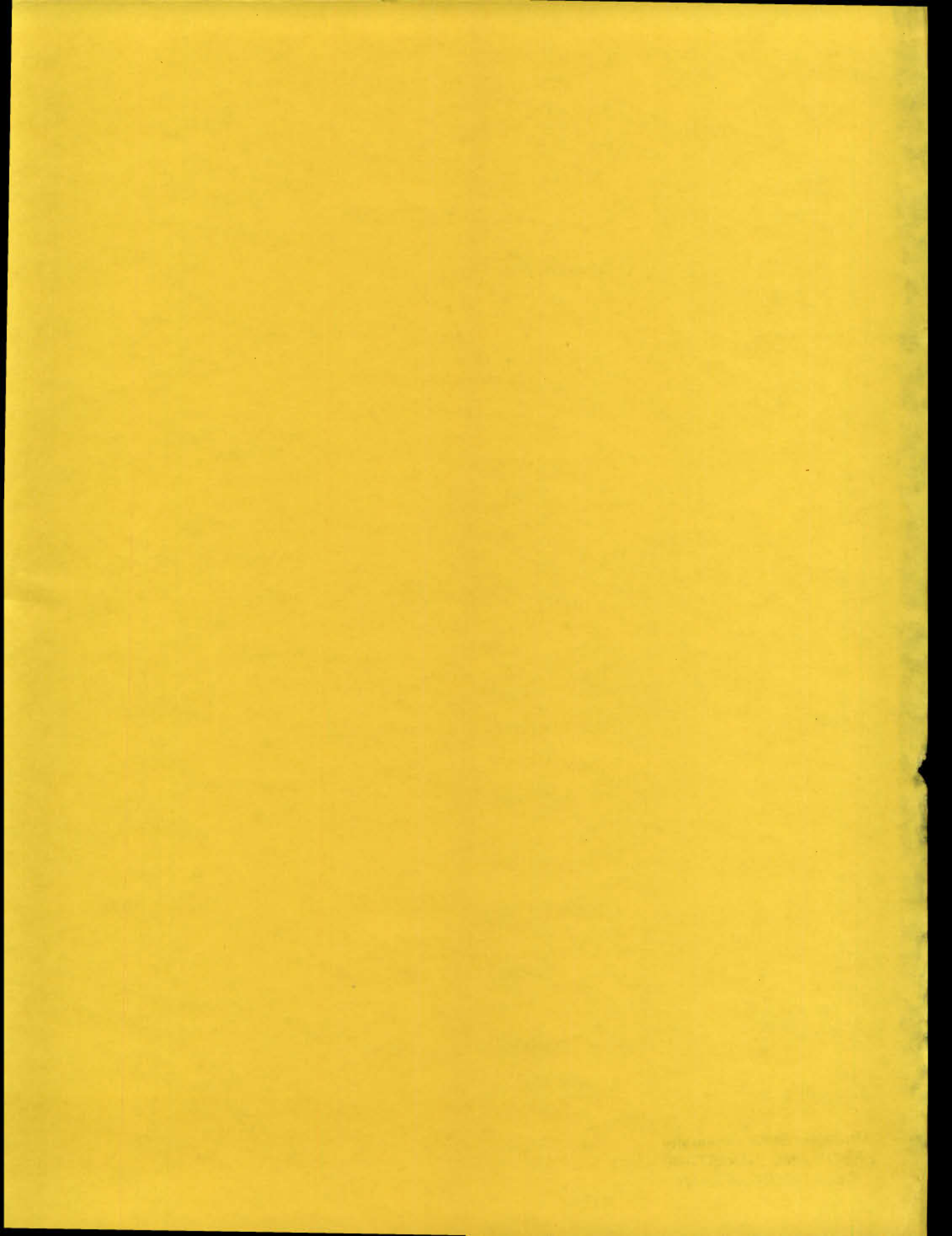
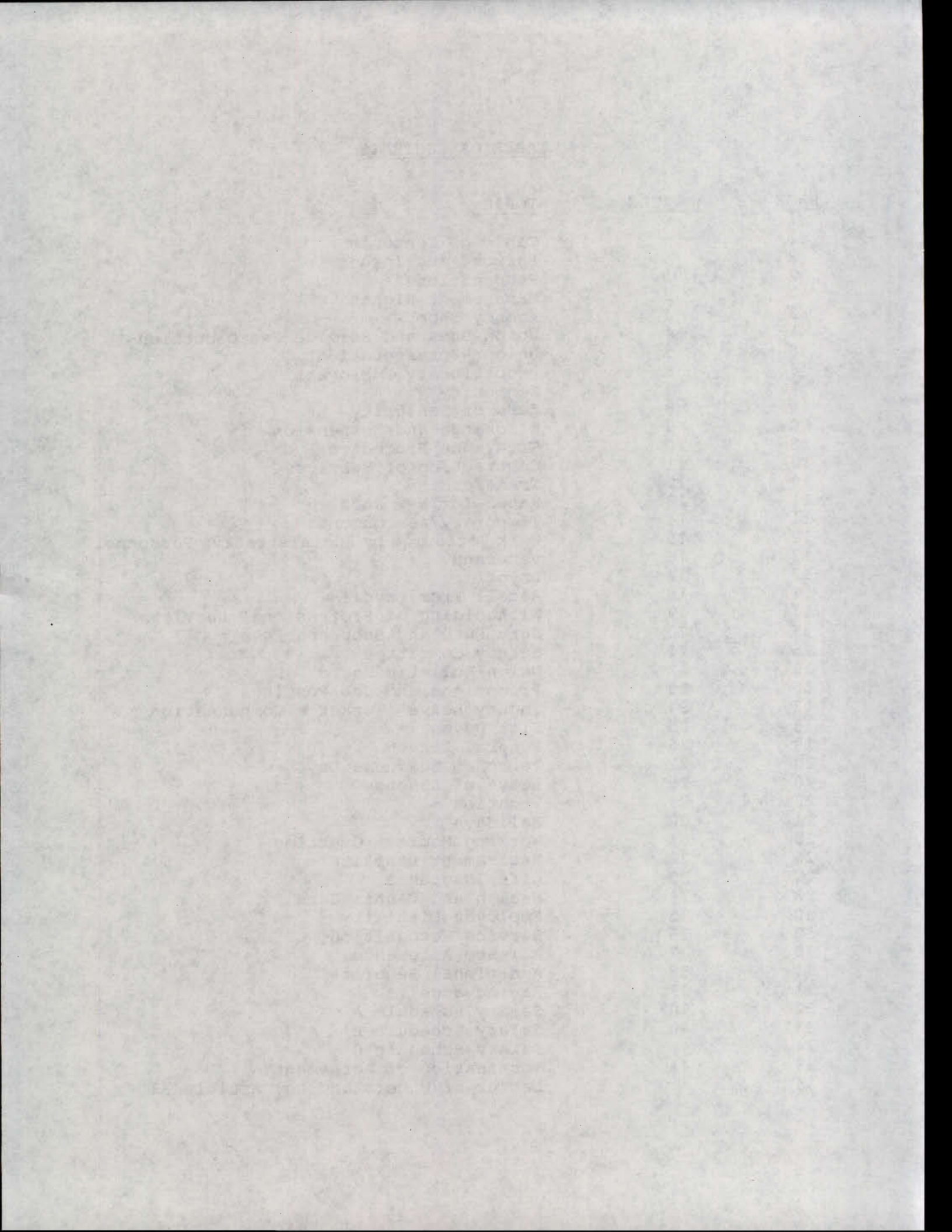


TABLE OF CONTENTS

<u>PAGE</u>	<u>ARTICLE</u>	<u>TOPIC</u>
1	-	Table of Contents
2	-	Purpose and Intent
2	1	Recognition
2	2	Management Rights
3	3	Agency Shop
4	4	Union Dues and Service Fee Deduction
5	5	Union Representation
6	6	Probationary Employees
7	7	Seniority
8	8	Loss of Seniority
8	9	Discharge and Suspension
8	10	Grievance Procedure
10	11	Contracting of Services
10	12	Transfers
11	13	Rates for New Jobs
11	14	Temporary Assignments
12	15	Work Performed by Administrative Personnel
12	16	Veterans
12	17	Layoff
14	18	Recall From Layoff
14	19	Withholding of Professional Services
15	20	Jury Duty and Subpoena Fees
15	21	Safety Committee
16	22	Union Bulletin Board
16	23	Promotions and Job Postings
17	24	Injury Leave (Worker's Compensation)
18	25	Sick Days
19	26	Funeral Leave
20	27	Personal Business Days
20	28	Leave of Absence
22	29	Vacation
24	30	Holidays
25	31	Working Hours - Overtime
26	32	Retirement Benefit
27	33	Life Insurance
28	34	Health and Dental Care
30	35	Employee Liability
30	36	Service Recognition
30	37	Mileage Allowance
31	38	Additional Benefits
31	39	Pay Advance
32	40	Salary Schedule A
33	40	Salary Schedule B
34	40	Salary Schedule C
35	41	Termination of Agreement
36		Letter of Understanding; Article 32



PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee, and the Union.

The parties recognize that the interest of the community depends upon the Union's and the Employer's success in establishing a proper service to the citizens of St. Clair County.

ARTICLE 1

RECOGNITION

SECTION 1

Administrative employees, the personal secretary to the Executive Director, temporary employees and employees represented by other labor organizations shall not be represented by the Union. The Union is hereby recognized as the exclusive representative of all eligible employees within the Unit known as the Community Mental Health AFSCME Chapter 10 of St. Clair County for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and working conditions for the term of this Agreement.

SECTION 2

A temporary employee is an employee hired to perform a function either full time or part time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed the length of the leave of absence of the regular employee. The temporary status of a seasonal employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

SECTION 3

The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, age, marital status, number of dependents, handicap, weight, or sexual preference.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1

It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the County. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive, are:

- a. The right to decide the number and locations of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.

- b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the Unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- c. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its right to exercise such function or right, or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3

AGENCY SHOP

SECTION 1

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

SECTION 2

Employees covered by this Agreement who are not members of the union at the time it becomes effective shall be required as a condition of continued employment to become members of the union or pay a service fee equal to Union dues required commencing thirty (30) days after the effective date of this Agreement; and such conditions shall be required for the duration of this Agreement.

SECTION 3

Employees who are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and are covered by this Agreement shall be required as a condition of continued employment to become members of the union or pay a service fee to the union equal to dues required for membership for the duration of this Agreement, commencing the ninetieth (90th) day following the beginning of their employment in the bargaining unit.

SECTION 4

The Employer shall deduct union dues or a service fee from all employees upon completion of ninety (90) calendar days of employment and consistent with the practice governing such deductions.

ARTICLE 4

UNION DUES AND SERVICE FEE DEDUCTION

SECTION 1

Check Off:

- a. The Employer agrees to deduct from the wages of any employee all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for Union dues or service fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the union.
- b. The dues will be authorized, levied, and certified in accordance with the constitution and by-laws of the local union. Each employee and the union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

- a. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two (2) pay periods each month.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- () An amount established by the union as monthly dues.
- () An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local 1518.

BY: _____

Print Last Name _____ First Name _____

Address _____ Zip Code _____ Telephone _____

Department _____ Classification _____

Signature _____ Date _____

- b. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan Council #25, AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month following the month in which they were deducted.
- c. The Employer shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred, or reinstated into the bargaining unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

ARTICLE 5

UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented by no more than three (3) members of the unit, one of which shall be the Chapter Chairperson, who shall represent the bargaining unit on all matters of application of this Agreement including the grievance procedure.

SECTION 2

Employees covered by this Agreement shall be represented by a three (3) member negotiating team for the purpose of negotiating terms and conditions at such times as are mutually agreeable to the parties.

SECTION 3

The representatives of the union shall suffer no loss of pay or benefits for representing members of the bargaining unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes and terms and conditions of employment during regularly scheduled hours of work.

ARTICLE 6

PROBATIONARY EMPLOYEES

SECTION 1

New clerical employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from their initial date of hire.

SECTION 2

The probationary period for para-professional and professional employees shall be the first one hundred eighty (180) calendar days of employment.

SECTION 3

During their probationary period, the clerical employee shall be evaluated the sixtieth (60th) day of their employment to apprise them of their standing with the Employer. At the completion of their ninety (90) days of employment, the Employer will provide the clerical employee with a notice of termination or satisfactory completion of probation, in writing. The employee shall be given a copy of the evaluation and may request the presence of one of the chapter officers to be present at such conference. Employees completing the probationary period satisfactorily shall be entered on the seniority list from their initial date of hire.

SECTION 4

During their probationary period, the para-professional and professional employee shall be provided a written evaluation upon completion of ninety (90) days of employment. The Employer shall provide the employee with a written evaluation after completion of one hundred sixty-five (165) days of employment. At the completion of one hundred eighty (180) days of employment, the Employer will provide the employee with a notice of satisfactory completion of the probationary period or with a notice of termination in writing. The employee shall be given a copy of the evaluation and may request the presence of one of the chapter officers to be present at such conference. Employees completing the probationary period satisfactorily shall be entered on the seniority list from their initial date of hire.

SECTION 5

The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions of employment as set forth in the Recognition clause of this Agreement, except discharged and disciplined employees for other than Union activity.

SECTION 6

Seniority shall be on a Employer wide basis in each classification in accordance with the employee's last date of hire.

ARTICLE 7

SENIORITY

SECTION 1

Seniority shall be computed from the employee's last date of hire with the County, for purposes of applying all terms and conditions of the contract with the exception of layoff. For purposes of layoff, seniority shall be computed as follows:

- a. Members of this bargaining unit shall have seniority computed from their last date of hire with the Employer.
- b. Chapter #20 supervisory union employees shall have been a member of this bargaining unit for ten consecutive years, and shall have seniority for displacement purposes only computed at fifty percent (50%) of their years of service within this bargaining unit. For purposes of application of this provision, the supervisory union shall have been established January 1, 1989.

SECTION 2

The seniority of full-time and part-time employees shall be maintained separately and distinctly.

SECTION 3

In the event a full time employee elects to become part time, they shall have seniority from their date of hire with the County and be entitled to fringe benefits on that basis.

SECTION 4

A part time employee who becomes full time shall be entitled to fringe benefits as follows:

- a. The employee shall be placed on the full time employee seniority roster from their last date of hire.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to effect such coverage.
- d. The employee shall be subject to the provisions of the Retirement Plan from their date of full time hire.
- e. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment.

SECTION 5

By way of definition:

- a. A full time employee is regularly scheduled to work a seven and one-half (7 1/2) hour day and a thirty-seven and one-half (37 1/2) hour workweek, as established by past practice.

- b. A part time employee is regularly scheduled to work thirty (30) or fewer hours a week.
- c. A temporary employee is an employee hired to perform a function either full time or part time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed the length of the leave of absence of the regular employee. The temporary status of a seasonal employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

ARTICLE 8

LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- a. Quits.
- b. Is discharged and the discharge is not reversed.
- c. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- d. Retirement.
- e. Absent two (2) consecutive work days without a call in, unless extenuating circumstances exist.
- f. The employee fails to return to work the day following expiration of a leave of absence.

ARTICLE 9

DISCHARGE AND SUSPENSION

SECTION 1

The Employer agrees to notify in writing the union within two (2) days of the discharge or suspension of a member.

SECTION 2

Should the discharged or suspended employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee.

SECTION 3

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 10

GRIEVANCE PROCEDURE

STEP 1

- a. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established Employer policy or procedure; or a failure of the Employer to comply with a specific policy, procedure, method or regulation of the Employer shall, within fifteen (15) days of the alleged grievance, take the matter up with the Executive Director or the designated representative, who shall attempt to adjust the

grievance with the terms of this Agreement or Employer policy, procedure, method or regulation. The employee may have their union representative present at this step.

- b. Any employee may request the Executive Director or the designated representative of the Executive Director to call one of the designated stewards to handle a specified grievance with the Executive Director or the designated representative of the Executive Director. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the department.

STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the Executive Director within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between the designated representative of the union, the grievant(s), and the Executive Director or designated representative of the Executive Director for the purpose of attempting to settle the grievance at the Department level.

The Executive Director or the designated representative shall provide a written decision within five (5) days to the union.

STEP 3

- a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Office within seven (7) days after completion of Step 2.
- b. Such notice shall contain a request by the union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing, both the union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- c. At such hearing, the Employer may be represented by one (1) or more representatives, and the union and the grievant(s) may be represented by its Local Union Representatives, theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- d. The Grievance Representative(s) of the Employer shall deliver the decision of the Employer to the union in writing within seven (7) days following the hearing.
- e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any Step outlined above, such additional time may be granted only if mutually agreed upon between the union and the Employer.
- f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days and hours.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration provision, as the final Step in the grievance procedure represents a concession by the St. Clair County Board of Commissioners, which is made on condition and subject to the effect of implementation of each and every one of the following safeguards:

- a. In the event the union determines to pursue the matter to arbitration, it shall within thirty (30) calendar days notify the Personnel Officer in writing of its intent to arbitrate the issue. The arbitrator shall be selected from the American Arbitration Association or as otherwise mutually agreed.
- b. The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- c. The arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
- d. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- e. The arbitrator, in rendering a decision, shall give full recognition of the Management Rights Provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the Employer, except as specifically limited by express provisions of this Agreement.
- f. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the union, its members, the employee(s) involved and the Employer.

ARTICLE 11 CONTRACTING OF SERVICES

SECTION 1

The Employer shall provide the union with no less than forty-five (45) calendar days prior written notice of the intention to contract services. The employees whose continued employment would be affected by the contracting for existing services, shall be subject to the provisions of Article 17 - Layoff.

ARTICLE 12 TRANSFERS

SECTION 1

If an employee transfers to a position with the Employer not included in the Bargaining Unit and thereafter within six (6) months transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component and there are no other current vacancies for which they may transfer to, they shall be deemed to have resigned.

SECTION 3

The employees covered by this Agreement shall have the right to submit a written request to the Executive Director for transfer to another location within their same classification. Preferential consideration shall be given to seniority. A trial period of not more than ninety (90) days shall be extended to a permanently transferred employee during which time evaluation shall be made by the Executive Director as to satisfactory continuous and effective delivery of service. In the event said employee is not retained at such location, the matter shall not be subject to the grievance procedure and the employee shall be returned to the former location.

ARTICLE 13

RATES FOR NEW JOBS

SECTION 1

The Employer shall notify the Union Chairperson of a newly proposed classification and rate structure not less than seven (7) working days prior to its becoming effective.

SECTION 2

The Union shall within seven (7) calendar days of such notification indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

ARTICLE 14

TEMPORARY ASSIGNMENTS

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Such employee shall have the necessary qualifications as determined by the job description.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the supervisor.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for ten (10) or fewer working days in the position. Upon working the eleventh (11th) work day, the employee shall be entitled to pay back to the first day of temporary assignment. A temporarily assigned employee, having met the provisions herein, shall not be made to suffer a reduced rate of pay for a temporary assignment.

SECTION 4

A temporary assignment shall not exceed one (1) year or for the length of a leave of absence unless otherwise mutually agreed in writing by the Employer and the Union.

ARTICLE 15

WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

Administrative employees shall not be permitted to perform work within the Bargaining Unit except in cases of an emergency arising out of an unforeseen circumstance.

ARTICLE 16

VETERANS

SECTION 1

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of agreement.

SECTION 3

Employees who are in some branch of the Armed Forces, Reserve, or the National Guard will be paid the difference between their reserve pay and their regular pay 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 fourteen (14) working days per year is the limitation.

ARTICLE 17

LAYOFF

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization, or budget limitation as determined by the Employer. An employee shall be considered to be laid off who is not working in the classification to which they were last hired.

SECTION 2

When a layoff is determined to be necessary by the Employer, the layoff shall be instituted where services are to be affected. The Employer shall lay off probationary and temporary (as defined in Article 1 - Recognition) employees in the service area affected. The Employer shall then lay off employees according to seniority, by classification, and by operation of the Employer's services. The employee in the classification affected by a layoff shall displace the least senior employee in their classification or parallel equivalent position or a subordinate classification when qualified, as determined by the Executive Director. A bargaining unit member may only be displaced by a supervisor from the Mental Health Employees Supervisors - AFSCME when the supervisor conforms to all the following criteria:

- a. The supervisor has at least ten (10) consecutive years of service within this bargaining unit. For purposes of application of this provision, the supervisory union shall have been established January 1, 1989.
- b. The supervisor may only displace a Clinician or Program Coordinator with less seniority.
- c. The supervisor's seniority for displacement purposes only shall be computed at fifty percent (50%) of their years of service within this bargaining unit.
- d. The supervisor must meet or exceed all the established qualifications for the Clinician and/or Program Coordinator positions.

SECTION 3

The determination of the method of layoff (such as, by example and not limitation: an entire program, by a program component, or by a reduction of some or all programs either pro rata or otherwise) shall not be a subject of the grievance procedure.

SECTION 4

The Employer will attempt to provide no less than thirty (30) calendar days written notice of layoff when feasible, contingent upon notice by the funding source to the union and the employee. The Union will be provided a list from the Employer of the employees being laid off on the same day that the notices are issued to employees.

SECTION 5

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range.

SECTION 6

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 7

During the period of layoff, an employee shall accrue no seniority or be eligible for any fringe benefits.

SECTION 8

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

SECTION 9

A part time employee shall not have the right to displace a full time employee. A full time employee who has greater seniority shall be given the option of a layoff or displacement of a part time employee consistent with Section 2 of this Article. When the option has been implemented, the employee may not request the other option. Full time employees who become part time through displacement shall be entitled to only those benefits normally due a part time employee.

SECTION 10

The employee selected for layoff may exercise the option of accepting the layoff, or displacing another employee. Be it provided the employee shall only be entitled to displace the least senior employee in the same classification or in a subordinate or parallel equivalent position, when qualified. The employee shall have sole responsibility to initiate the layoff/displacement request. The displacement request shall be made in writing no less than fifteen (15) calendar days prior to the effective date of the layoff/displacement. Once the employee exercises the option, the employee shall not be entitled to modify the option at any time. The County shall not protest the claim of an employee determined by the M.E.S.C. to be eligible for unemployment benefits.

ARTICLE 18

RECALL FROM LAYOFF

SECTION 1

Recall shall mean a return to work from a layoff.

SECTION 2

When a recall is determined to be necessary by the Employer, the recall shall be instituted where services are to be affected. The Employer shall recall employees according to seniority, by classification, or by operation of the Employer's services.

SECTION 3

Notice of return to work shall be sent by Registered or Certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternate date, shall result in the employee's termination.

SECTION 4

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provision, economic and non-economic, of the Collective Bargaining Agreement.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

ARTICLE 19

WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the needs for care and proper treatment of clients are of paramount importance and that there should be no interference with such care and treatment.

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union, and the members of the Bargaining Unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients or the services of the Department.

SECTION 3

The Employer shall have the right to discipline or discharge any employee participating in such interferences and the union agrees not to oppose such action. It is understood, however, that the union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

SECTION 4

The Employer will not lock out any employees during the term of this Agreement.

ARTICLE 20

JURY DUTY AND SUBPOENA FEES

SECTION 1

An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2

Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary.

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days nor adversely affect any fringe benefit.

SECTION 4

Employees who are subpoenaed as a consequence of their employment or who are called upon as a consequence of their employment shall immediately notify the Employer. The employee shall continue to receive their normal pay when subpoenaed. Compensation, such as subpoena fees, but not including reimbursement of actual personal expenses shall be surrendered to the County.

ARTICLE 21

SAFETY COMMITTEE

SECTION 1

Three (3) employee Union representatives and the representatives of the Employer shall constitute a Safety Committee for the purpose of discussing and making recommendations on matters of safety. The Safety Committee shall meet upon the request of either the union or the Employer. The party requesting the meeting shall provide an agenda of items to be discussed at the meeting. Either party may place additional safety matters on the agenda provided they do so in written form no less than two (2) calendar days in advance of the meetings or unless otherwise mutually agreed.

SECTION 2

The representative of the union shall suffer no loss of pay or benefits for representing the members of the Bargaining Unit in safety meetings with the Employer during regularly scheduled hours of work.

ARTICLE 22

UNION BULLETIN BOARD

The Union may use a bulletin board which shall be located at each location leased or owned by the County and designated for use by the Community Mental Health Service. The bulletin board shall be located in a convenient place for the purpose of posting notice of the following activities:

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

ARTICLE 23

PROMOTIONS AND JOB POSTINGS

SECTION 1

The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Employer shall post a notice of job vacancies at all of its various locations in a conspicuous place, be it provided that the employer shall determine when a vacancy exists. The Employer shall endeavor when filling vacancies to appoint whole positions, however, if it is not feasible, the Employer may then split the position between programs and program sites. The posting shall include:

- a. A brief description of the job;
- b. The salary range;
- c. The shift (if other than days);
- d. The location (i.e., building or division).

SECTION 2

The job shall be posted for five (5) working days (excluding Saturdays, Sundays, and holidays).

SECTION 3

Employees applying for the position shall make a written application either on the Employer's application form or in resume form to the designee indicated on the posting. The resume, if submitted by the employee, shall provide:

- a. Candidate's name;
- b. Date employed;
- c. Current classification;
- d. Qualifications for the job (experience, skills, and/or education).

SECTION 4

In making the award of the job, the Employer will consider the employee's qualifications and seniority. Where qualifications are relatively equal, the employee with superior seniority shall be awarded the job. The award shall be made twenty (20) working days after the posting unless mutually agreed otherwise.

SECTION 5

A trial period shall be provided as follows:

- a. Thirty (30) calendar days for non-professional classifications.
- b. Ninety (90) calendar days with an extension of an additional ten (10) working days for professional classifications.

The Employer shall notify the union and employee in writing of an extension indicating its reason for such extension. An extension shall not be subject to the grievance procedure.

SECTION 6

During the trial period, an employee who disqualifies him/her self or is disqualified by the Employer, shall be returned to their former classification. The Employer shall provide the Chapter Chairperson with the name(s) of the applicants awarded a job.

ARTICLE 24
INJURY LEAVE
(Worker's Compensation)

SECTION 1

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 2

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes.

SECTION 3

The supplemental compensation shall be deducted from the employees accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 4

When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions.

SECTION 5

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days, or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 6

Sick days shall supplement Worker's Compensation on the ratio of one (1) sick day for each four (4) days of Worker's Compensation paid.

ARTICLE 25
SICK DAYS

SECTION 1

Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided. Part time employees who are regularly scheduled to work eighteen point seventy-five (18.75) hours in a work week, but not more than twenty-eight (28) hours shall be entitled to fifty percent (50%) of full-time accruals provided in Sections 2 and 3 of this article. Part time employees who are regularly scheduled to work twenty-eight point twenty-five hours or more in a work week shall be entitled to seventy five percent (75%) of full time accruals provided in Sections 2 and 3 of this Article.

SECTION 2

Full time employees shall accrue sick days at the rate of one (1) day per month for the first sixty (60) months of continuous service.

SECTION 3

Commencing the sixty-first (61st) month of full time employment, the employee shall accrue two (2) days a month.

SECTION 4

Sick days shall accrue to a maximum of one hundred twenty (120) days.

SECTION 5

An employee shall be eligible to use sick days after completion of ninety (90) calendar days of employment.

SECTION 6

An employee shall not be paid more sick days than have been accrued.

SECTION 7

Sick days may be used for absences other than illness of the employee as follows: Serious or critical illness to members of the immediate family, not to exceed ten (10) sick days.

SECTION 8

Proof of illness of an employee's immediate family may be required before payment of sick days is made.

SECTION 9

Proof of an employee's illness may be required if an employee exhibits questionable attendance or if an employee's illness raises the question of fitness to perform normal duties.

SECTION 10

Sick days may be taken in place of normally scheduled workdays, excluding holidays.

SECTION 11

Sick days shall not accrue on a leave of absence without pay.

SECTION 12

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 13

Upon termination for any reason, each employee with twelve (12) or more months of employment shall be entitled to receive compensation based on the base rate of pay as follows:

<u>Months of Service</u>	<u>Percentage of Payoff</u>
0 - 12	0%
13 - 24	20%
25 - 36	30%
37 - 48	40%
49 +	50%

In the case of the death of a member of the Bargaining Unit, payment of sick leave shall be made to the beneficiary at a rate of fifty percent (50%) of the accrued unused sick days from date of hire.

SECTION 14

Each employee shall give the Employer two (2) weeks written notice of termination or the employee shall forfeit one (1) day of retrievable sick pay for each workday short of the required two (2) weeks notice of a voluntary quit.

ARTICLE 26

FUNERAL LEAVE

SECTION 1

Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows:

Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

ARTICLE 27

PERSONAL BUSINESS DAYS

SECTION 1

Employees who are required to conduct personal business which can only be conducted during normal office hours, shall be entitled to request a personal business day(s). Such a request must be made in writing to the Executive Director or designee.

SECTION 2

Written submission for a personal business day(s) shall be made no less than forty-eight (48) hours in advance of the required day(s), in order to be considered.

SECTION 3

The Executive Director or designee may require proof, when reasonable to do so, before granting a personal business day(s).

SECTION 4

The personal business day(s) shall be deducted from sick days. No more than two (2) personal business days may be used by an employee in a calendar year.

SECTION 5

Denial of a personal business day(s) shall not be unreasonably withheld.

ARTICLE 28

LEAVE OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one year, will be granted without loss of seniority for:

- a. Illness leave (physical or mental);
- b. Prolonged illness of spouse or child. Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that such leave or extension thereof shall be consistent with meeting the operating needs of the Department.
- c. Parental leave for newborn child or adoption. The Employer shall have the authority to approve or disapprove a request for parental leave. The denial of said leave shall be given to the employee in writing and the reasons shall be contained therein. The denial must not be made in an arbitrary or capricious manner. When granting the request, the Employer shall determine the leave duration, which shall not exceed one (1) year.

SECTION 2

Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- a. Serving in any Union position;
- b. Educational purposes when job related. Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that any such leave or extension thereof shall be consistent with meeting the operating needs of the Department.

SECTION 3

All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, evidencing the inability of the employee to return to normal work duties.

SECTION 4

The Employer may require the employee on leave due to illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 5

The requirements of Sections 3 and 4 may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 6

An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7

Extension of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 8

Request of an extension shall be made in writing to the Executive Director no less than five (5) working days prior to the expiration date of the leave.

SECTION 9

While on a leave of absence without pay, the employee accrues no seniority, vacation time, sick leave, retirement credit, nor eligibility for service recognition or gain from any other fringe benefit. The employee, if eligible for service recognition, shall only receive credit for the period when compensation is paid.

SECTION 10

Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the grievance procedure.

SECTION 11

Leaves of absence with pay for any short term educational training which will benefit the Employer may be authorized by the Executive Director.

SECTION 12

Union employees elected to attend the International Union Convention, Council Convention, or Education Conference shall be granted a leave of absence to attend such conferences or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulative total of fourteen (14) days per year. A maximum of one (1) Union member may attend any such convention or conference at any one time. Such leaves shall be without pay.

SECTION 13

The Employer shall provide the employee the opportunity to return to employment at a job and/or salary level comparable to that held at the time the leave of absence was granted.

ARTICLE 29

VACATIONS

SECTION 1

- a. All full time employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

- b. Employees regularly scheduled twenty-eight point twenty-five (28.25) or more hours a week shall be entitled to seventy-five percent (75%) of full time employee schedule. Other part time employees shall be entitled to fifty percent (50%) of the full time employee schedule.

SECTION 2

The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the Department.

SECTION 3

An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

SECTION 4

An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.

SECTION 5

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

SECTION 6

Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

SECTION 7

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

SECTION 8

Upon termination, retirement, or death the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay-off of unused days shall not exceed thirty-five (35) days of pay.

SECTION 9

Employees may convert sick days to vacation days with a maximum of ten (10) converted vacation days per year with the following restrictions:

- a. Upon completing conversion, the employee must have a balance of no less than five (5) sick days.
- b. Converted vacation days are subject to all the provisions of this Article.
- c. Conversion shall be according to the following schedule based upon Departmental seniority.

<u>Months of Seniority</u>	<u>Sick Days</u>		<u>Vacation Days</u>
13 - 24	5	convert to	1
25 - 36	4	convert to	1
37 - 48	3	convert to	1
49 +	2	convert to	1

- d. Sick days may only be converted to whole and not fractional vacation days in accordance with the preceding schedule.

- e. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the ten (10) day maximum shall not apply to the excess sick days.

ARTICLE 30
HOLIDAYS

SECTION 1

All full time employees shall be entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	
December 24	(Whenever Christmas Day falls on Tuesday, Wednesday, Thursday or Friday)
	December 25
Christmas Day	(Whenever New Year's Day falls on Tuesday, Wednesday, Thursday or Friday)
December 31	

and such other holidays as may be established by action of the Board of Commissioners.

SECTION 2

Employees shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday to qualify for holiday pay.

SECTION 3

In the event a holiday falls upon a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls upon a Saturday, the preceding Friday shall be considered as the holiday.

SECTION 4

Employees required to work a holiday by the Employer shall receive time and one-half (1 1/2) the base for each hour worked and an hour-for-hour vacation credit.

SECTION 5

Part time employees will be given opportunity to make up a Holiday on an hour-for-hour basis within six (6) weeks of the occurring holiday.

ARTICLE 31
WORKING HOURS - OVERTIME

SECTION 1

The normal working hours shall be seven and one-half (7 1/2) hours per day; thirty-seven and one-half (37 1/2) hours per week. The usual departmental schedule shall be 8:30 AM to 5:00 PM, Monday through Friday or as otherwise mutually agreed. The parties recognize that the special needs of the clients may make it necessary to provide services at other than the usual department schedule hours of 8:30 AM through 5:00 PM.

SECTION 2

Each employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift.

SECTION 3

Employees who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.

SECTION 4

Each employee working six (6) or more hours shall be entitled to a one (1) hour lunch break each day. An employee may request to modify their usual schedule to only use a half hour for lunch break. The Employer will attempt to accommodate this as long as program coverage needs can be met.

SECTION 5

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

SECTION 6

Employees shall be compensated at time and one-half (1 1/2) the base hourly rate for:

- a. All work performed by employees in excess of their normally scheduled hours in a day or shift except as provided in Section 8 of this Article.
- b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day workweek. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) hours.
- c. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions of (a) and (b) in the same instance.
- d. All work performed by employees on the seventh (7th) consecutive workday or shift shall be compensated at a rate of twice the base hourly rate.

- e. Early Reporting Time: Any employee called to work before the start of their regular seven and one-half (7 1/2) hour shift shall receive time and one-half (1 1/2) for the time worked prior to their normal starting time.
- f. On a call back, an employee reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2).

SECTION 7

The Employer shall compensate the employee with compensatory time off or pay as determined by the employee, contingent upon approved funding, in accordance with the provisions of this Article. Compensatory time shall be allowed to accrue to a maximum of fifty (50) hours. Hours which would exceed the maximum shall be paid to the employee. The employee selection of pay or compensatory time shall be for the entire pay period affected. Compensatory time shall be scheduled at the mutual convenience of the Employer and the employee.

SECTION 8

An employee or Employer may request a flexible schedule within the limits of a thirty-seven and one-half (37 1/2) hour calendar week to be compensated at straight time pay. The Employer shall have exclusive authority to approve or deny an employee request. The Employer request must be mutually agreed upon by said employee.

ARTICLE 32

RETIREMENT BENEFIT

SECTION 1

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate union approval.

SECTION 2

The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of their gross salary on a bi-weekly basis through payroll deduction.

SECTION 3

Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

SECTION 4

A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 through 29	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths percent (69.6%).

SECTION 5

A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

SECTION 6

Individual bargaining unit members employed as of September 9, 1992 shall be entitled to select either the plan provided herein or maintain the plan in effect prior. Bargaining unit members employed or reemployed on or after September 9, 1992 shall be subject to the plan provided herein. Individual employee selections shall be made prior to December 31, 1994 or be subject to the plan provided herein.

ARTICLE 33
LIFE INSURANCE

SECTION 1

The Employer shall provide each full time employee with \$30,000 life insurance. Effective upon the earliest implementation following ratification by the parties the amount shall be \$35,000.

SECTION 2

Full time employees shall be eligible for core life insurance under the Employer's flexible benefit plan consistent with Section 1 and may choose one of the following options.

A. OPTION I

The purchase of an amount equal to the core benefit at the Employer's group rate. The employee shall be subject to and responsible for the premium cost and any and all taxes determined by the IRS. Premiums shall be paid by bi-weekly payroll deduction.

B. OPTION II

The purchase of an amount equal to twice the core benefit at the Employer's group rate. The employee shall be subject to and responsible for the premium cost and any and all taxes determined by the IRS. Premiums shall be paid by bi-weekly payroll deduction.

SECTION 3

The Employer shall have the sole right and responsibility to choose an insurance carrier to provide such coverage.

SECTION 4

On an approved leave of absence without pay, the employee may continue premium payment within the provision of the insurance policy or forfeit insurance coverage.

ARTICLE 34

HEALTH AND DENTAL CARE

SECTION 1

Each full time employee shall be eligible to participate in the comprehensive medical and hospitalization core plan with the following riders:

Hospital Deductible \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
RM - Routine Mammogram
HC - Hospice Care
RP - Routine Pap Test
VST - Voluntary Sterilization
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Case Management

Part time employees shall be eligible to participate in the health care plan and will be responsible for 100% of the premium cost.

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.
- d. Employee premium cost shall be paid by way of payroll deduction.

SECTION 2

Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges. Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges. Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- * \$1350 - Family Plan subscriber
- * \$1100 - Two Person subscriber
- * \$ 650 - One Person subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

SECTION 3

The County shall implement at its earliest opportunity the following core dental plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

* \$150 Cash Rebate.

SECTION 4

In order to acquire and maintain any of the benefits provided by Article 34, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 5

An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

SECTION 6

On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 35

EMPLOYEE LIABILITY

SECTION 1

The County shall indemnify each employee against claims of liability which may arise from course of employment.

ARTICLE 36

SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired prior to January 1, 1991 by providing a percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 800
10 - 14	4%	\$1600
15 - 19	6%	\$2400
20 - 24	8%	\$3200
25 +	10%	\$4000

SECTION 2

Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first pay period following their date of full time hire.

ARTICLE 37

MILEAGE ALLOWANCE

SECTION 1

Employees who are required to use their own vehicles to conduct departmental business shall be compensated for each mile driven at the maximum non-taxable rate established by the I.R.S.

ARTICLE 38
ADDITIONAL BENEFITS

SECTION 1

The Employer shall provide special clothing to employees that may be required in the performance of their duties.

SECTION 2

The Employer shall make an effort to provide an area for the employees so they may have a lunch break without interruption.

SECTION 3

The Employer shall provide the union with one copy of each job description.

SECTION 4

The Employer shall reimburse employees for repairs or replacement of eye glasses or contact lenses which are broken, destroyed or damaged in the performance of their duties, provided upon investigation by the Employer, the employee exercised due care and caution and was not otherwise negligent.

ARTICLE 39
PAY ADVANCE

SECTION 1

If a regular payday occurs during an employee's vacation, the employee may request a pay advance. Advance pay shall be paid on a regular payday only.

SECTION 2

A request for advance pay shall be made no less than ten (10) working days prior to the regular payday that the check is to be received.

SECTION 3

Payment shall not be made for more vacation days than have been earned upon the date of the request of advance pay.

SECTION 4

The employee shall be issued one pay advance only within each calendar year.

ARTICLE 40
SALARY SCHEDULE A
EFFECTIVE JANUARY 1, 1992

<u>CLERICAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
Clerical Aide	\$ 5.15	5.27	5.47	5.68	5.97	
Clerk Typist I	17,585	17,905	18,220	18,929	19,645	
Clerk Stenographer	18,563	18,929	19,274	20,012	20,807	
Secretary	20,807	21,206	21,626	22,494	23,391	
Account Clerk I	17,905	18,220	18,563	19,274	20,012	
Account Clerk II	20,807	21,206	21,626	22,494	23,391	
Account Clerk III	22,494	22,942	23,391	24,342	25,347	
Data Entry Tech.	19,685	20,068	20,451	21,252	22,099	
Computer Technician	22,549	22,967	23,400	24,283	25,481	
<u>PARA - PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Van Driver	\$ 6.91	7.03	7.20	7.47	7.76	
Mental Health Aide	17,203	17,456	17,710	18,231	18,772	19,338
M.H. Assistant	18,389	18,670	18,961	19,546	20,155	20,791
O.T. Aide	19,983	20,297	20,616	21,269	21,949	22,656
<u>PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
M.H. Caseworker	20,983	21,313	21,998	22,710	23,440	24,216
M.H. Specialist	25,584	26,008	26,879	27,778	28,713	29,706
Activity Therapist	26,964	27,388	28,259	29,160	30,102	31,086
Occupational Therap.	29,450	29,951	30,957	32,035	33,138	34,254
Clinician	29,540	30,042	31,051	32,133	33,237	34,358
Program Coordinator	29,540	30,042	31,051	32,133	33,237	34,358

ARTICLE 40
SALARY SCHEDULE B
EFFECTIVE JANUARY 1, 1993

<u>CLERICAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
Clerical Aide	\$ 5.35	5.48	5.69	5.91	6.21	
Clerk Typist I	18,289	18,621	18,949	19,686	20,430	
Clerk Stenographer	19,305	19,686	20,045	20,812	21,640	
Secretary	21,640	22,054	22,491	23,394	24,326	
Account Clerk I	18,620	18,949	19,305	20,045	20,812	
Account Clerk II	21,640	22,054	22,491	23,394	24,326	
Account Clerk III	23,394	23,860	24,326	25,316	26,361	
Data Entry Tech.	20,473	20,871	21,269	22,102	22,983	
Computer Technician	23,451	23,886	24,336	25,254	26,500	
<u>PARA - PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Van Driver	\$ 7.18	7.31	7.48	7.77	8.07	
Mental Health Aide	17,891	18,155	18,419	18,960	19,523	20,111
M.H. Assistant	19,125	19,417	19,720	20,328	20,961	21,622
O.T. Aide	20,782	21,109	21,441	22,120	22,827	23,563
<u>PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
M.H. Caseworker	21,822	22,165	22,878	23,619	24,378	25,185
M.H. Specialist	26,607	27,049	27,954	28,890	29,862	30,894
Activity Therapist	28,043	28,484	29,389	30,326	31,306	32,329
Occupational Therap.	30,628	31,149	32,195	33,317	34,463	35,625
Clinician	30,722	31,244	32,293	33,418	34,567	35,733
Program Coordinator	30,722	31,244	32,293	33,418	34,567	35,733

ARTICLE 40
SALARY SCHEDULE C
EFFECTIVE JANUARY 1, 1994

<u>CLERICAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
Clerical Aide	\$ 5.57	5.70	5.92	6.14	6.46	
Clerk Typist I	19,020	19,366	19,706	20,474	21,248	
Clerk Stenographer	20,078	20,474	20,847	21,645	22,505	
Secretary	22,505	22,936	23,390	24,330	25,299	
Account Clerk I	19,366	19,706	20,078	20,847	21,645	
Account Clerk II	22,505	22,936	23,390	24,330	25,299	
Account Clerk III	24,330	24,814	25,299	26,329	27,415	
Data Entry Tech.	21,291	21,705	22,119	22,987	23,902	
Computer Technician	24,389	24,841	25,309	26,264	27,560	
<u>PARA - PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Van Driver	\$ 7.47	7.60	7.78	8.08	8.39	
Mental Health Aide	18,606	18,881	19,155	19,719	20,304	20,916
M.H. Assistant	19,890	20,194	20,509	21,141	21,800	22,487
O.T. Aide	21,613	21,953	22,298	23,005	23,740	24,505
<u>PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
M.H. Caseworker	22,695	23,052	23,793	24,564	25,353	26,192
M.H. Specialist	27,672	28,131	29,072	30,045	31,056	32,129
Activity Therapist	29,164	29,623	30,565	31,539	32,558	33,622
Occupational Therap.	31,853	32,395	33,483	34,649	35,842	37,050
Clinician	31,951	32,494	33,585	34,755	35,950	37,162
Program Coordinator	31,951	32,494	33,585	34,755	35,950	37,162

9/19/92
[Handwritten initials]

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 32
RETIREMENT

The County of St. Clair, and the Community Mental Health Employees - AFSCME, hereby establish and agree that individual bargaining unit members who are members ~~upon the date of this Agreement~~, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 32 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.

Employees who become subject to representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE EMPLOYER

[Handwritten signature]

[Handwritten signature]

DATE

1-26-93

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

DATE

1-26-93

[Handwritten signature]

ARTICLE 41

TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 1992 and shall continue in operation and effect through December 31, 1994. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least sixty (60) days prior to December 31, 1994 give notice to the Employer or to the union, as the case may be, of its intention to terminate, modify, or amend this Agreement. If neither party shall give notice to terminate, modify, or amend this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 1992, subject to termination or modification thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this Agreement

26th day of January, 1992. ¹⁹⁹³
me

FOR THE UNION

Amela Johnson
Deb Fagan
Cheryl Hammer
Donald K. M...

FOR THE COUNTY

Ray Macken...
Chairman, Board of Commissioners
Marion Sargent
County Clerk

