

12/31/94

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY

AND THE

ST. CLAIR COUNTY

COMMUNITY MENTAL HEALTH SUPERVISORS

AFSCME, CHAPTER 20

January 1, 1992 through December 31, 1994

St. Clair County

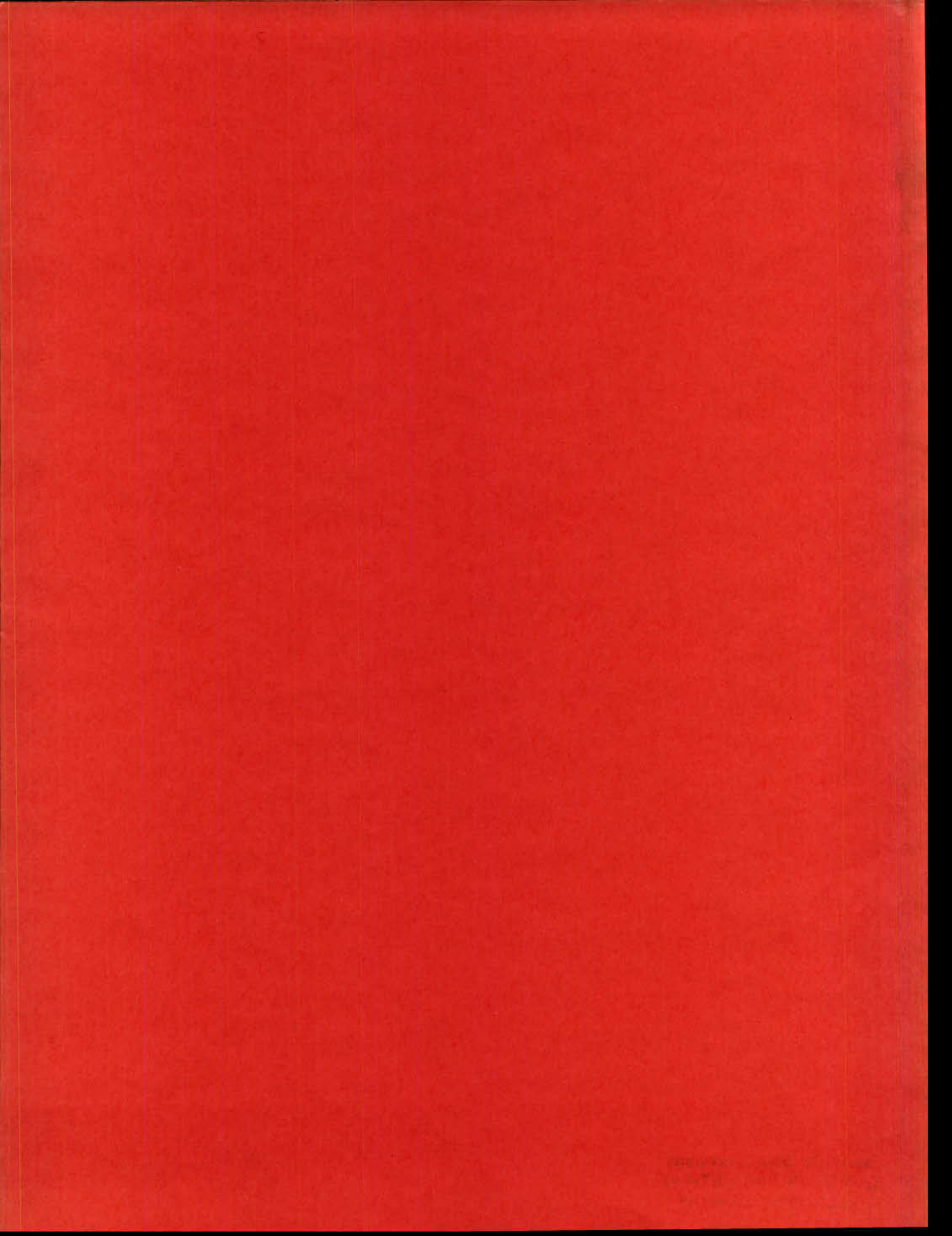
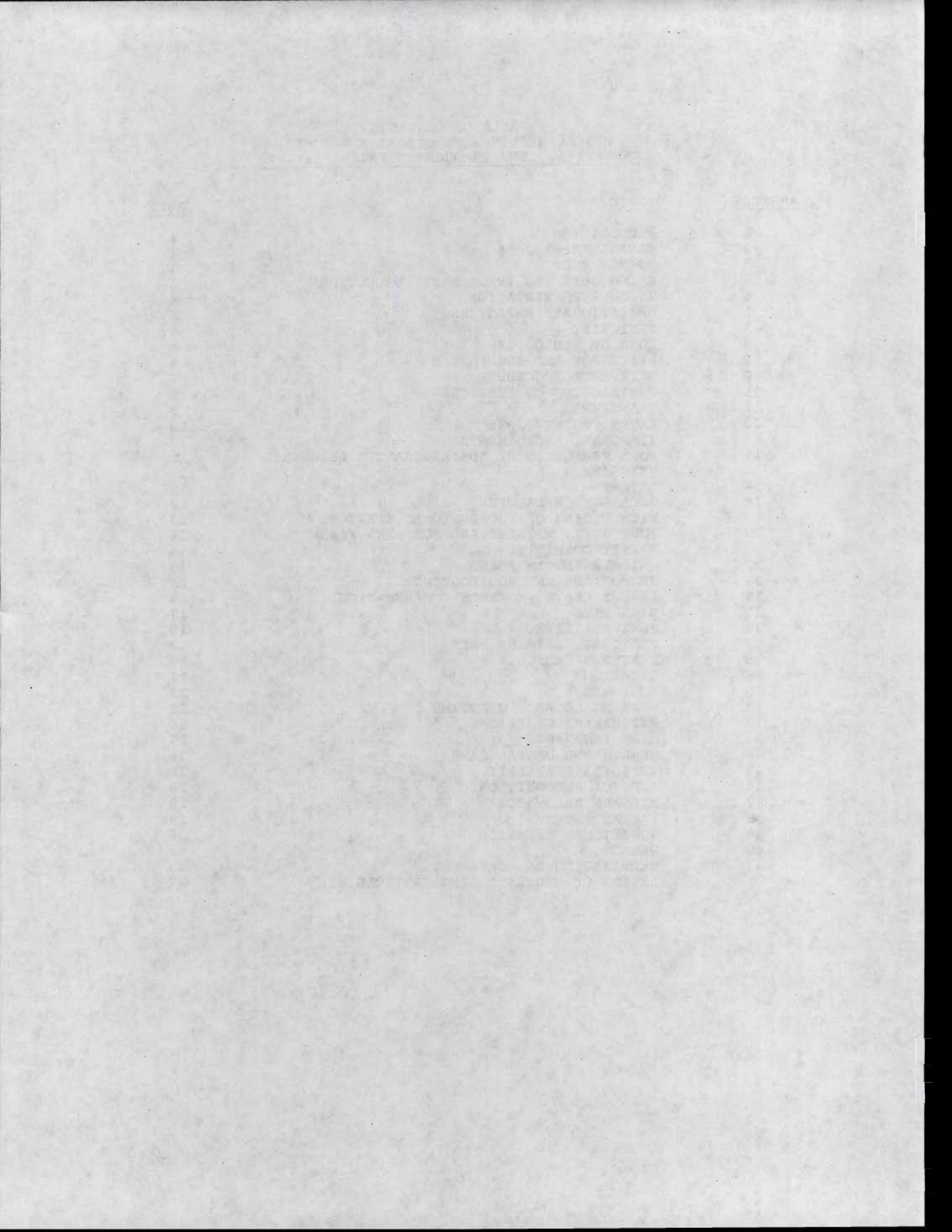


TABLE OF CONTENTS
MENTAL HEALTH SUPERVISORS - AFSCME
JANUARY 1, 1982 THROUGH DECEMBER 31, 1994

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
1	RECOGNITION	1
2	MANAGEMENT RIGHTS	1
3	AGENCY SHOP	2
4	UNION DUES AND SERVICE FEE DEDUCTION	3
5	UNION REPRESENTATION	4
6	PROBATIONARY EMPLOYEES	4
7	SENIORITY	5
8	LOSS OF SENIORITY	6
9	DISCHARGE AND SUSPENSION	6
10	GRIEVANCE PROCEDURE	7
11	CONTRACTING OF SERVICES	8
12	TRANSFERS	9
13	RATES FOR NEW JOBS	10
14	TEMPORARY ASSIGNMENTS	10
15	WORK PERFORMED BY ADMINISTRATIVE PERSONNEL	10
16	VETERANS	11
17	LAYOFF	11
18	RECALL FROM LAYOFF	13
19	WITHHOLDING OF PROFESSIONAL SERVICES	13
20	JURY DUTY, WITNESS AND SUBPOENA FEES	14
21	SAFETY COMMITTEE	14
22	UNION BULLETIN BOARD	15
23	PROMOTIONS AND JOB POSTINGS	15
24	INJURY LEAVE (WORKERS COMPENSATION)	16
25	SICK DAYS	17
26	FUNERAL LEAVE	18
27	PERSONAL BUSINESS DAYS	18
28	LEAVES OF ABSENCE	19
29	VACATIONS	21
30	HOLIDAYS	22
31	WORKING HOURS - OVERTIME	23
32	RETIREMENT BENEFITS	24
33	LIFE INSURANCE	25
34	HEALTH AND DENTAL CARE	26
35	EMPLOYEE LIABILITY	28
36	SERVICE RECOGNITION	28
37	MILEAGE ALLOWANCE	28
38	PAY ADVANCE	29
39	ADDITIONAL BENEFITS	29
40	WAGES	30
41	TERMINATION OF AGREEMENT	33
	LETTER OF UNDERSTANDING; ARTICLE 32	34



ARTICLE 1

RECOGNITION

SECTION 1

Administrative employees, the personal secretary to the Executive Director, members of other bargaining units and temporary employees 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 Supervisors, AFSCME Chapter 20, Local 1518 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 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 one (1) year. 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. The County does not intend that bargaining unit members as supervisors be precluded from having input. However, the County will determine to what extent it may or may not be influenced by its supervisory personnel. 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 on 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 two (2) 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 and two (2) alternates for the purpose of negotiating terms and conditions at such times as are mutually agreeable to the parties, including after normal hours negotiations.

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

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

SECTION 2

During their probationary period, the supervisory 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 3

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 4

Seniority shall be on a Employer wide basis in accordance with the employee's last date of hire for application of benefits and other terms and conditions of employment except layoff.

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.

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 work week, 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.

SECTION 4

Employees shall only be disciplined when just cause exists. When discipline is imposed the Employer will cooperate in the unions effort to determine fact and in its effort to effectively represent a bargaining unit member.

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 Community Mental Health Services Board shall stipulate to the contractor that the employees affected by the contracting of services shall be hired and retained at a rate not less than the same base salary by the contract for a period of not less than twelve (12) months, be it provided that during these twelve (12) months the employee does not voluntarily quit or is terminated for reason of misconduct or inability to render service.

SECTION 2

The Employer shall provide the union and the affected employee(s) with no less than forty-five (45) calendar days prior written notice of the intention to contract services.

The employee(s) shall have the option to;

- a. Displace the least senior employee in the classification provided they are qualified to perform the duties and possess greater seniority.
- b. Transfer to a vacant position provided the employee is qualified to perform the duties and the transfer is approved by the Employer.
- c. Accept a layoff consistent with Article 17 - Layoff.
- d. Accept the assignment with the contractor and thereby terminate employment with the County.

The employee(s) shall exercise their option of choice within fifteen (15) calendar days of initial notice. The employee(s) failure to exercise notice shall result in the employee(s) assignment to duties with the contractor and the loss of seniority in accordance with Article 8 - Loss of Seniority.

ARTICLE 12

TRANSFERS

SECTION 1

If any employee transfers to a position with the Employer not included in this bargaining unit and thereafter within six (6) months transfers back to a position within this 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 proposed implementation date.

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.

SECTION 2

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

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. 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 length of leave of absence unless otherwise mutually agreed in writing by the Employer and the Union.

ARTICLE 15

WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

SECTION 1

Administrative employees and members of other bargaining units shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance not to exceed twelve (12) months. Be it provided the Employer shall not be prohibited from making necessary temporary assignments from non-bargaining unit members by application of this provision.

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. An employee entering the bargaining unit shall for layoff purposes, be entitled to fifty percent (50%) of their previous seniority provided the employee has five (5) years of service with the CMH Employees - AFSCME, Chapter #10. An employee without five (5) years of service shall accrue seniority from date of entry into the bargaining unit.

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 displace a member of the Community Mental Health Employees - AFSCME, Chapter 10 when the supervisor conforms to all the following criteria.

- a. The supervisor has at least ten (10) years of service with CMH Employees - AFSCME in the bargaining unit. For purposes of application of this provision, the supervisory unit 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 on fifty (50%) percent of their employer-wide years of service.
- d. The supervisor must meet or exceed all the established qualifications for the Clinician and/or Program Coordinator.

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 or in another department.

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 provisions, 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, WITNESS 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 an expert witness as a consequence of their employment shall immediately notify the Employer. The employee shall continue to receive their normal pay when subpoenaed or acting as an expert witness. Compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses shall be surrendered to the County.

ARTICLE 21

SAFETY COMMITTEE

SECTION 1

One (1) employee union representative 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 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 equal, the employee with more seniority shall be awarded the job.

SECTION 5

Each employee shall be required to satisfactorily complete a one hundred and twenty (120) calendar day trial period. In the event the employee does not satisfactorily complete the trial period they shall revert to their former position.

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

The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each four (4) days of compensable absence.

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. Employees who are regularly scheduled to work less than full time shall be entitled to 50% of the 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

The employee shall not be entitled to use a personal business day to seek or interview for a position with another employer.

SECTION 6

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

ARTICLE 28

LEAVES 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, parent 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.

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

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 6

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 7

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 8

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 9

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 10

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

SECTION 11

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 12

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 who are regularly scheduled to work less than full time shall be entitled to 50% of the vacation schedule cited in Section 1 (a) above. All sections and provisions of the Article, excluding Section 9, shall apply to part time employees.

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 schedule will be between the hours of 8:30 AM and 5:00 PM, Monday through Friday, or as otherwise mutually agreed.

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.

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. Normally scheduled hours shall

mean seven and one-half (7 1/2) hours.

- 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 full time employee called to work before the start of their regular 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 at the start of the calendar year, in accordance with the provisions of this article. Compensatory time shall be allowed to accrue to a maximum of one hundred (100) hours. Hours which would exceed the maximum shall be paid to the employee.

ARTICLE 32

RETIREMENT BENEFITS

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 credit with the County. 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 the 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 affect 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

Each full time employee shall be entitled to \$35,000 in life insurance. Upon earliest implementation following ratification by the parties the amount shall be \$40,000.

Option 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

Option 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

SECTION 2

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

SECTION 3

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 regular employee shall be eligible to participate in the following Blue Cross/Blue Shield MVF-1 comprehensive hospitalization plan with the following riders which shall include eligible dependents. The core plan follows:

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
RP - Routine Pap Test
HC - Hospice Care
RM - Routine Mammogram
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

The Employer shall pay the total cost of premiums of full time regular employees with the following exceptions:

- 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 January 1, 1986 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 January 1, 1986 shall be subject to the preceding subsection b.
- d. Employee premium cost shall be paid by way of payroll deduction.

The part time regular employee shall be eligible to participate in the plan and shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

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 have authority to select the health care provider provided such coverage is identical.

SECTION 4

All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods of each month.

SECTION 5

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

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 6

In order to acquire and maintain benefits, 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 7

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. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify insurance benefits.

ARTICLE 35

EMPLOYEE LIABILITY

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%	\$ 900
10 - 14	4%	\$1800
15 - 19	6%	\$2700
20 - 24	8%	\$3600
25 +	10%	\$4500

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.

SECTION 2

Employees shall be reimbursed for out-of-pocket meal expenses for over-night meetings or conferences as follows:

\$ 6.00 - Breakfast
\$ 9.50 - Lunch
\$20.00 - Dinner

ARTICLE 38

PAY ADVANCE

SECTION 1

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

SECTION 2

Request for advance pay shall be made no less than ten (10) working days prior to the regular pay day 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 no more than two pay advances within each calendar year.

ARTICLE 39

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.

ARTICLE 40

WAGES

<u>January 1, 1992</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	
Program Supervisor	\$30,969	31,899	32,856	33,388	34,609	
	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
	35,606	36,782	38,003	39,142	40,317	41,526
Administrative Off.	\$30,969	31,899	32,856	33,388	34,609	
	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
	35,606	36,782	38,003	39,142	40,317	41,526
Clinical Officer	\$30,969	31,899	32,856	33,388	34,609	
	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
	35,606	36,782	38,003	39,142	40,317	41,526
Asst. Div. Director	\$32,629	33,608	34,616	35,186	36,416	
	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
	37,565	38,815	40,120	41,323	42,568	43,840
Division Director	\$34,289	35,317	36,376	36,983	38,222	
	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
	39,523	40,847	42,236	43,504	44,808	46,153

ARTICLE 40

WAGES

<u>January 1, 1993</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Program Supervisor	\$32,208	33,175	34,170	34,724	35,993
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
37,031	38,253	39,523	40,708	41,929	43,187
Administrative Off.	\$32,208	33,175	34,170	34,724	35,993
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
37,031	38,253	39,523	40,708	41,929	43,187
Clinical Officer	\$32,208	33,175	34,170	34,724	35,993
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
37,031	38,253	39,523	40,708	41,929	43,187
Asst. Div. Director	\$33,934	34,952	36,001	36,593	37,873
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
39,068	40,368	41,725	42,976	44,271	45,594
Division Director	\$35,660	36,730	37,831	38,463	39,751
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
41,104	42,481	43,926	45,244	46,601	47,999

ARTICLE 40

WAGES

<u>January 1, 1994</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Program Supervisor	\$33,496	34,502	35,537	36,113	37,433
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
38,512	39,783	41,104	42,337	43,618	44,915
Administrative Off.	\$33,496	34,502	35,537	36,113	37,433
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
38,512	39,783	41,104	42,337	43,618	44,915
Clinical Officer	\$33,496	34,502	35,537	36,113	37,433
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
38,512	39,783	41,104	42,337	43,618	44,915
Asst. Div. Director	\$35,292	36,350	37,441	38,057	39,388
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
40,630	41,982	43,394	44,695	46,042	47,417
Division Director	\$37,087	38,199	39,344	40,001	41,341
<u>5 YEAR</u>	<u>6 YEAR</u>	<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>
42,748	44,180	45,683	47,054	48,465	49,919

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 given notice to terminate, modify, or amend this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 1995, 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, 1993. *me*
Wm

FOR THE UNION

Vicente Amato

Donald W. [unclear]

FOR THE COUNTY

Ray Beck [unclear]

Marion Sargent

ML
JK
9/9/92

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 32
RETIREMENT

The County of St. Clair, and the Community Mental Health Supervisors, 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. The election shall be made prior to the termination of the contract or the employee shall be subject to the modified plan.

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
[Signature]

[Signature]

DATE 1-26-93

FOR THE UNION
[Signature]

[Signature]

DATE 1-26-93



