STATE OF MICHIGAN

DEPARTMENT OF LABOR

BUREAU OF EMPLOYMENT RELATIONS

EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE FACT FINDING, PURSUANT TO PUBLIC ACT 176 OF 1939, BETWEEN COMMUNITY MENTAL HEALTH BOARD, CLINTON-EATON-INGHAM COUNTIES (Employer)

-and-

OPEIU LOCAL 459 (Residential Unit) (Union)

MERC Case #L94 F-4020

FACT FINDING AND RECOMMENDATIONS

APPEARANCES:

FACT FINDER: Mario Chiesa

FOR THE UNION: Bobay, Kaechele & Wilensky, P.C.
By: Neal J. Wilensky
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FOR THE EMPLOYER: Cohl, Stoker & Toskey, P.C.
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INTRODUCTION

By correspondence dated August 30, 1995, I was notified by the Employment Relations Commission that I had been appointed, pursuant to Public Act 176 of 1939, to act as the Fact Finder in the above matter. The parties stipulated to my appointment and, further,

established supplemental procedures to be utilized during the Fact Finding. Those procedures read as follows:

"1. Any oral or documentary evidence and other data deemed relevant by the fact finder may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply and the competency of the evidence shall not thereby be deemed impaired.

"2. The fact finder may administer oaths, require the attendance of witnesses, and the production of such books, papers, contracts, agreements and documents as may be deemed by her/him material to a just determination of the issues in dispute, and for such purpose may issue subpoenas. Witnesses shall be under oath.

"3. At any time before the rendering of an award, the fact finder, if he/she is of the opinion that it would be useful or beneficial to do so, may remand the dispute to the parties for further collective bargaining for a period not to exceed three weeks.

"4. The parties shall exchange last best offers on each economic issue and each non-economic issue on or before the pre-hearing with the fact finder.

"5. As to each economic issue, the fact finder shall adopt the last offer of settlement which, in her/his opinion, more nearly applies with the applicable factors prescribed in paragraph 6.

As to each non-economic issue, the findings, opinions and order shall be based upon the applicable factors prescribed in paragraph 6.

"6. The fact finder shall base her/his findings upon the following factors, as applicable:

a. The lawful authority of the employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the Employer to meet those costs.

d. Comparison of the wages, hours and conditions of employment of the employees involved in the fact finding proceeding with the wages, hours and conditions of employment of other

employees performing similar services and with other employees generally:

i. In public employment in comparable communities.

ii. In private employment in comparable communities.

e. The average consumer prices for goods and services, commonly known as the cost of living.

f. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

g. Changes in any of the foregoing circumstances during the pendency of the fact finding proceedings.

h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

"7. The decisions of the fact finding shall be final and binding upon the parties and may be enforced in the Ingham County Circuit Court.

"8. Increases in rates of compensation or other benefits may be awarded retroactively to October 1, 1994.

"9. At any time the parties, by stipulation, may amend or modify an award of the fact finder."

The parties agreed that the Collective Bargaining Agreement would be of three years' duration. The contract years are: October 1, 1994 through September 30, 1995, October 1, 1995 through September 30, 1996, and October 1, 1996 through September 30, 1997.

The parties further agreed that all the TAs previously entered into would become part of their agreement. Furthermore, portions of the prior Collective Bargaining Agreement which were not altered by the awards contained herein or by the TAs, would continue.

A preliminary meeting was conducted at the offices of the Employer's counsel in Lansing, Michigan on September 28, 1995. The parties' last offers of settlement were exchanged by me on December 1, 1995. The hearing took two full days commencing on December 21 and ending on December 22, 1995. The hearing was conducted at the Employer's facilities in Lansing, Michigan.

The economic issues presented for resolution were comprised of wages for each of the three contract years, paid days off, also known as paid time off, and personal leave with pay, also known as paid time off for sleepers. Temporary promotions and lateral transfers were the non-economic issues.

The hearing produced more than 60 exhibits, many of which were multi-page, along with a more than substantial amount of testimony. The parties filed post-hearing briefs which I exchanged between them on February 20, 1996. It should be noted that the parties waived all applicable time limits and these findings were issued as soon as possible after the close of the hearing.

BACKGROUND

The Employer is a tri-county entity created under state law to provide mental health services. According to the testimony, the Employer has about 800 employees and an additional 200 client staff. There are several employee groups. There are approximately

350 employees in what is known as the large unit, including professional, secretarial, etc., and 120 employees in this bargaining unit. Both are represented by OPEIU Local 459. There are about 50 employees in a supervisory unit which are represented by OPEIU Local 512. OPEIU Local 512 also represents the 11 M.D., D.O. psychiatrists. There are approximately 50 non-union, executive/confidential employees.

The Employer provides services for individuals who are developmentally disabled, i.e., DD, and individuals who are mentally impaired, i.e., MI. Among the services provided by the Employer is the residential program. This program involves, inter alia, group homes where clients reside. The total number of residential beds available in the program is approximately 212. One hundred twenty-nine beds are supplied by contractors through several group homes, while the remaining 83 beds are provided directly by the Employer through 11 group homes.

The contract homes are either profit or non-profit, although the vast majority are non-profit and can be further categorized as A or B homes. Generally an A home involves a husband or wife who takes in a client and is paid on a per diem basis, while a B home is usually an operation involving multiple homes. The data shows that the residential cost for contract beds is $4,698,891.00. This equates to about $36,426.00 per bed. The cost of the Employer-operated homes is $3,921,729.00, which equates to a cost of $47,250.00 per bed. While there was substantial testimony regarding whether the care, level of skill, medical conditions,

etc., between contract and direct homes was comparable, it is clear that the Employer-operated homes are more expensive on a per bed basis.

While the evidence establishes that most of the Employer's personnel work on a full-time basis, the employees in this particular bargaining unit are predominantly part-time. The unit contains 12 resident managers, all of whom are full-time. Resident managers are considered professionals and have at least Bachelor's Degrees in related areas such as social work, etc. They usually have at least one year's experience. In essence, resident managers supervise each resident unit.

There are seven business managers, all of whom are full-time. They must have at least a high school education or a GED and must also have one year of direct care experience. Business managers are involved in purchasing items, such as food, supplies, etc.

There is one activity technician who is part-time and there are 78 residential technicians, 74 of which are part-time, with the remaining 4 being full-time. The educational requirements for these positions are high school education or a GED and the Employer also examines the individual's work experience. These individuals are the ones who are directly involved in the care of the residential clients.

There are four residential out-reach workers, all of whom are part-time. These employees assist individuals in an independent living setting. The position requires a high school diploma or a GED and usually one year of experience. There are 11 overnight

technicians, 7 of whom are part-time and 4 of whom are full-time. Essentially overnight technicians stay at the resident homes over the nighttime hours. In the mornings they help clients get ready for the day, but their main purpose is to assist in emergencies if any arise during the nighttime hours; otherwise, overnight technicians, who in the past were known as sleepers, do exactly that, sleep at the residents.

All of the above figures were as of December 12, 1995. In total, there were 113 employees listed, 86 part-time and 27 full-time. The full-time/part-time split becomes relevant in assessing certain aspects of the relationship, such as time off, vacation pay, etc.

The 1996 fiscal year budget lists revenues at $50,304,240.00. Fifty-seven percent of this figure is $28,765,478.00 gained from the state; 24 percent or $12,229,097.00 from the federal government; 7 percent or $3,395,792.00 from local sources, while there was earned revenue of $5,913,873.00 for the remaining 12 percent.

Expenditures are also listed at $50,304,240.00. The largest expenditure was for employee costs. This amount was $28,105,167.00 or 52 percent of total expenditures. Contract client service was $17,570,571.00 or 35 percent of the total. The remaining 13 percent was allocated between client services, equipment, repair maintenance, support, and capital. The evidence also contained the operating budget as adopted by the Board at its September 21, 1995 meeting. In addition, the initial operating line item budget for

the fiscal year ending September 30, 1996, was supplied. The spending plan modifications adopted by the Board at its October 19, 1995 meeting was in evidence.

Apparently in August of 1995 the Michigan Department of Mental Health authorized a 5 percent increase in net state funding. Without getting into the details, it is noted that this led to an actual increase in funding for this Employer of about 2.8%. There is evidence suggesting that the increase amounted to approximately $76,000.00. According to the testimony, this increase had a relatively insignificant impact considering the shortfalls in the other areas.

There was evidence indicating that the mental health service structure in the state is in transition because of changes, both in the state and federal law and regulations, as well as changes instituted by executive order.

COMPARABLES

One of the pivotal components of decision-making in this setting is the utilization of comparables and the data regarding wages, hours and conditions of employment existing in the comparables. That information is used as a barometer to gauge the wages, hours and conditions of employment offered by the parties in the dispute.

The parties were directed to attempt to stipulate to the comparables for consideration. The parties did manage to agree to utilize other community mental health boards. Nonetheless, the Employer argued that a review reflects a wide range of mental

health boards state-wide. Geographically they are so widespread that the comparability is diminished. Nonetheless, the parties agreed to the list and I have no alternative but to consider the comparables. Those entities are: Ausable Valley, Alger-Marquette, Berrien County, Cass County, Copper Country, Gogebic County, Huron County, Midland-Gladwin, Monroe County, Muskegon County, North Central, Northeast, Northern, North Point, Schoolcraft County, Shiawassee County.

In addition, the Employer has argued that contract providers should also be considered comparable. It argues that such providers clearly fall within the standard of other employees performing similar services in private employment in comparable communities. The Employer has listed Maple Manor, Central State Community Service, Charlotte New Hope, Harris Development Center, and Alternative Services, Inc. All, with the exception of Maple Manor, supply services to DD clients. Maple Manor provides services to MI clients.

The Union has taken the position that the contract homes should not be considered comparable. It suggests that the clients serviced and the services provided are not comparable; the homes refused to provide the Union with information; and the Employer has declined to share with the Union any information it received from the providers.

Although there is conflicting testimony, the evidence does not clearly establish that the type of client residing in or services performed in the contract homes are significantly different than

those provided or the clients cared for in the Employer's homes. There is testimony that clients are moved between homes, that on occasion homes have even been swapped, and that the general education levels and competency of the employees are about the same. So, as a result, I am not convinced that the private providers should be eliminated on this basis.

It is unfortunate that the homes refused to provide information to the Union and that the allegation has been made that the Employer has failed to provide information. The information did come out at the hearing.

What is of some concern, however, is that clearly the private homes pay their employees less than the Employer does and this may very well be attributed to the pressure of collective bargaining. So certainly from that standpoint, one has to be cautious in utilizing the private homes.

Nevertheless, I have analyzed the evidence regarding the private homes and have incorporated it into my considerations. It should be noted, however, that given the rather unique setting of this dispute, the utilization of the private homes, or for that matter, the discounting of the information, does not have a substantial impact on the resolution of the outstanding issues. Further discussion should make this clear.

RESOLUTIONS

It should be noted from the outset that each party's last offer of settlement is attached to this decision and made a part hereof.

ISSUE - WAGES

I note that early on I decided that each year of the contract would be treated as a separate issue in regard to the wage dispute. Thus, theoretically there could be three separate awards. Frankly, given the manner in which the offers are constructed, it doesn't matter whether the offers are considered separate for each year of the contract or considered as a package.

Addendum A, effective 8/13/94, of the prior Collective Bargaining Agreement contains the last listed salary schedule. It does not contain a memorialization of the 2% signing bonus outlined in the amended agreement dated August 30, 1994. The salaries for the top step at the maximum hours in Addendum A are $9,659.00 for overnight technicians, $18,402.00 for residential technicians, $19,820.00 for business manager/activity technicians, $31,991.00 for resident managers with a Bachelor's Degree, and $34,812.00 for resident managers with a Master's Degree.

The last offers of settlement submitted by the parties are very similar, although there are a couple of distinct differences. Both last offers of settlement would increase wages 3% across the board, effective October 1, 1994. The Employer's proposal provides a 1% signing bonus based on current salaries and prorated by FTE, payable after October 1, 1995. It differs substantially from the Union's position because the retroactive payments would only be made to those employees who were employed at the date of receipt of the award. The Union's proposal for the first year is a 3%

increase for all employees who were employed as of October 1, 1994. This too is an across-the-board increase.

In the second year of the contract the Employer would provide a 3% across-the-board increase, effective October 1, 1995. This would be payable to those employees who are still employed as of the date of receipt of the Fact Finder's award. The Union's proposal is for a 4% across-the-board increase effective October 1, 1996. It applies to all employees who were employed as of October 1, 1994. Obviously they must also be employed as of the date of the increase, otherwise, they would not be eligible.

For the last year of the contract the Employer proposes a 3% across-the-board increase effective October 1, 1996. The Union's offer is the same -- a 3% increase across-the-board, effective October 1, 1996.

As indicated, the basic differences between the offers are, first, the Union's offer of 4% in the second year rolls in the extra percent, while the Employer's does not, and, second, the Union's increase applies to all employees, even those who may have left the Employer's employment, as long as they were employed during any period in which the salary increase was applicable. The Employer's increases are only applied to those individuals who are employed at the time of the Fact Finder's award.

There is one point which I must elaborate on. In its last offer of settlement the Employer indicates that the 1% signing bonus will be payable "after October 1, 1995." In its documentation and arguments it relates the 1% signing bonus to the

first year of the Collective Bargaining Agreement. For instance, in the resident tech classification, the last listed wage rate was $18,402.00. In Employer Exhibit 14 the Union's proposal is characterized at a maximum of $18,954.00 which represents a 3% increase. The Employer's proposal is characterized at $19,138.00. This actually represents a 4% increase, so clearly, the Employer is applying the 1% signing bonus to the first year of the contract even though in its last offer of settlement it has indicated it is payable after October 1, 1995.

If for the moment we ignore the conflicting retroactivity provisions, the real difference between the two offers of settlement over the life of the contract amounts to only a very few hundred dollars. For instance, for the resident techs the maximum rate in October of 1994 would be $18,954.00, if the Union's proposal were adopted versus $19,138.00 if the Employer's proposal were adopted. In 1995 the figures would be $19,712.00 for the Union's proposal and $19,523.00 for the Employer's proposal. In October of 1996 the figures will be $20,304.00 for the Union and $20,108.00 for the Employer. The differences are real but certainly not pivotal.

If we take the above analysis and apply it to the wages for resident manager, it is noted that the Union's proposal would supply $32,951.00 in October of 1994, while the Employer's would be $33,280.00. The figures for October of 1995 would be $34,269.00 for the Union and $33,939.00 for the Employer. For October of 1996 the figures would be $35,297.00 for the Union and $34,957.00 for

the Employer. So as can be seen, the dollar differences are real but not earth-shattering.

The data regarding the comparable communities shows that in some classifications, such as the resident manager, both the Employer's and the Union's proposal exceed the average rate for the stipulated comparable communities. In the classification of resident tech, and these are full-time figures, both proposals fall behind the maximum of the comparable communities in October of 1994, while both slightly exceed the maximum level in the comparable communities for October of 1995.

Both the Union and the Employer's proposals clearly keep up with and, in most cases, exceed the increases in the consumer price index. Of course, both proposals substantially exceed the wage rates paid by the contract providers.

There is substantial evidence regarding the fringe benefit enhancements from 1990 to 1995, as well as the history of offers made by the Union. The Union's data contains comparisons between the mental health worker in what is known as the large unit, and the resident technician. It is clear that the mental health worker, or THI, is paid at a rate quite higher than the residential technician. However, there is some evidence suggesting that this comparison isn't entirely appropriate. There is also evidence supplied by the Union comparing the across-the-board raises granted employees in the residential unit, large unit, and administrative unit from the fiscal years 1983-1984 through 1993-1994.

We must also consider the retroactivity provisions in each proposal. To recall, the Employer has limited retroactivity to those individuals who are on board at the time of the award, while the Union's proposal applies to those individuals who worked during any period in which the raises were effective. The only evidence on this point establishes that during the last term of bargaining the Employer's position was utilized, while before that it was the Union's position. Other than that evidence, there is very little to consider.

Nonetheless, after carefully considering and painstakingly analyzing the evidence, I have come to the conclusion that the Union's last offer of settlement should be adopted.

First, as I have indicated, both are acceptable in relation to the evidence in the record. They are so close in actual dollar figures that there is no remarkable difference to utilize in drawing distinctions. In relation to the difference in retroactivity provisions, it seems to me that the wage increases applicable to the periods in question are being realized for work performed during that period and it just logically follows that employees who worked during the period the increases are applicable to should be entitled to the increases even though they may not be currently employed. There may be many reasons why individuals must leave the employment, but that doesn't lessen the work performed during the periods in question.

Of course, there are other issues and considerations and the result of those decisions must be kept in mind when fabricating the awards in any particular issue.

Furthermore, it is clear that either proposal is totally acceptable in light of the CPI data.

AWARD

I order that the Union's wage proposal be adopted for each of the three years of the Collective Bargaining Agreement.

ISSUE - PAID TIME OFF

The provision involved is 4.9 of the prior Collective Bargaining Agreement. Effective April 1, 1992, all regular full-time and regular part-time residential activity technicians, residential technicians and business managers earned paid time off for every 80 hours of paid work time based on a schedule which provided 11 days per year for individuals with one year of service, 12 for individuals with one to two years, 13 for individuals with three years and above, 14 for four years, and 15 for five years of service.

The Employer's proposal would offer a modest increase, so at the 6th, 7th, 8th, 9th and 10 plus years of service individuals would receive 16, 17, 18, and 20 paid days off respectively. The Union's proposal would provide 13 days off up to one year of service, 15 days off for one to two years, 17 days off for two to three, 19 days for three to four, 21 days for four to five, 23 days

for five to six, 25 days off for six to seven, and 27 days for seven to eight.

While recognizing that perhaps the resident technician classifications do receive lower levels of paid time off than other internal employees, as well as some of the external comparables, the Employer nonetheless points out that most of the employees are part-time and that the Union's proposal has a substantial impact on cost, as well as long-term implications. It points out that it must pay replacement costs to fill in for missing employees and that in reality the Union's proposal would run from 3.5% to over 5% above the percentage given other units during the three-year period. The Employer also points out that residential technicians are allowed 20 unpaid personal days off per year.

The Union points out that the Employer's proposal would only affect 19 employees in the bargaining unit. It argues that both internally, and in comparison to the comparables, the current number of days off and the Employer's proposal are woefully deficient. The Union points out that its proposal should cost about 1.8%, but recognizes that the Employer has placed a level of 3.38% on it, and the Personnel Director estimated the range at 2.6% to 5.4%.

There is no doubt that when compared to the comparable communities, as well as the internal comparables, the current amount of paid time off, and for that matter the Employer's offer, can be viewed as deficient. However, those two items aren't the only items of evidence in this record.

First of all, the Union's proposal represents an 80% increase in the maximum number of paid days off. That is a very substantial increase in one three-year period. The Employer's offer represents an approximate 33% increase. I note that it is also retroactive to October 1, 1995, but only those employees who are employed on the date of the Fact Finder's award shall receive retroactive accrual of paid time off.

The cost of the benefit is a real concern. The evidence is a little sketchy, but it is suggested that the cost could be as high as 5.4%. This of course would depend on a number of items, including where substitutes were secured from, whether time and a half was paid, etc.

Furthermore, when analyzing this case we must understand that the vast majority of the individuals who are affected by this issue are part-time employees, so the comparisons may be a little inconclusive.

Nonetheless, after carefully analyzing the record, I have come to the conclusion that the Employer's proposal must be adopted. I agree that it provides only a modest increase, but it does provide an increase and does not incur the type of cost and almost doubling of the maximum number of days available as would the Union's. I may not disagree that in this area members of the bargaining unit may be playing catch-up, but given the totality of the record, I don't think it is appropriate to impose such a substantial increase during the period of time involved with this contract. As a

result, I have no alternative but to accept the Employer's proposal.

AWARD

I order that the Employer's proposal regarding paid time off be adopted.

ISSUE - PERSONAL LEAVE WITH PAY/PAID TIME OFF FOR SLEEPERS

Currently overnight technicians receive three personal leave days with pay if they are hired between January 1 and June 30, one and one-half days if they are hired between July 1 and September 30, and no days if they are hired between October 1 and December 31. Of course, in subsequent years they receive three personal leave days per year. The Employer seeks to continue the current language, while the Union's proposal would change the figures to six, three and zero days, effective January 1, 1996.

The Union estimated that the cost of the proposal is .24%. The Employer points out that currently overnight technicians are entitled to 20 unpaid personal days off per year in addition to the three paid personal days. It argues that the type of responsibilities assumed by the overnight technicians and the part-time nature of their employment do not support adoption of the Union's proposal.

After carefully analyzing the evidence and considering the arguments, I have come to the conclusion that the Employer's position should be adopted. I am not convinced that the evidence

establishes that the overnight technicians/sleepers' paid time off should be increased beyond that which is already contained in the Collective Bargaining Agreement. As displayed in the evidence, these individuals are essentially part-time employees and except for infrequent emergencies, are called upon to sleep at the residential group homes during the night. The record just does not convince me that the Union's position is appropriate.

AWARD

I order that the Employer's proposal regarding time off for overnight technicians be adopted.

ISSUE - TEMPORARY PROMOTIONS

In essence, the Union's position requires temporary promotions to be rotated when practical or possible among qualified employees in the home, starting with the most senior employee. Currently the contract language contains no such provision and the Employer seeks the continuation of the status quo.

The Union argues that the language is taken from the large unit and if it works there, it should work in this unit. It also points out that by occupying positions on a temporary basis, the employee is more apt to secure a permanent promotion.

The Employer argues that flexibility must be maintained and it must have the discretion to grant temporary appointments or promotions to individuals whom it assesses as being proper for the position.

Absent the arguments, there is little evidence in the case, except for the testimony of witnesses indicating their perceptions and opinions. There is no suggestion that any grievances have been filed on the basis that the Employer has acted arbitrarily or capriciously in the past, or that it has discriminated against members of the bargaining unit.

Given the above, I really have no alternative but to continue the status quo.

AWARD

I order that the Employer's proposal be adopted and, hence, the status quo shall continue.

ISSUE - LATERAL TRANSFERS

The Employer is seeking to change the language in 2.5 of the Collective Bargaining Agreement to provide, inter alia, that employees who have been hired into their current position in the last 12 months, may be excluded from consideration for such transfers. Also, it wants language allowing it to disqualify an employee from transfer if there is a valid clinical reason which may impact on clients in the home. The Union seeks the continuation of the status quo.

The Employer argues that the two modifications it seeks would allow it to, first, require individuals to remain in a position for at least 12 months and thus make it easier to fill undesirable shifts or assignments and, second, to allow the Employer to

disqualify an employee from a lateral transfer if there is a valid clinical reason. Valid clinical reasons could be defined in terms of different client populations and program needs.

Much of my discussion of this issue is a mirror image of the prior issue. Except for testimony regarding perhaps one incident, there is little evidence to substantiate changing the language in question. Certainly in theory I can understand why the Employer would want the right to make a judgment regarding clinical requirements and the inappropriateness of laterally transferring some employees. However, the evidence does not establish that this has been a source of difficulty in the past. Indeed, the language in 2.6, paragraph E, which deals specifically with lateral transfers, could be construed to allow the Employer some discretion in granting lateral transfers. However, absent an arbitrator's decision or a stipulation by the parties, that's merely an observation.

As I said, there is not enough evidence to warrant changing the status quo.

AWARD

I order that the Union's proposal regarding lateral transfers be adopted.

MARIO CHIESA

Dated: May 7, 1996

ECONOMIC

LAST BEST OFFER FROM
OPEIU LOCAL 459, AFL-CIO
TO
CEI CMH RESIDENTIAL

NOVEMBER 28, 1995

ISSUE: Wages for Fiscal Year 1994/95

OFFER: Wages shall be increased across the board retroactive to October 1, 1994, by 3% for all employees who were employed as of October 1, 1994.

ECONOMIC

LAST BEST OFFER FROM
OPEIU LOCAL 459, AFL-CIO
TO
CEI CMH RESIDENTIAL

NOVEMBER 28, 1995

ISSUE: Wages for Fiscal Year 1995/96

OFFER: Wages shall be increased across the board on October 1, 1995, by 4% for all employees who were employed as of October 1, 1994.

ECONOMIC

LAST BEST OFFER FROM
OPEIU LOCAL 459, AFL-CIO
TO
CEI CMH RESIDENTIAL

NOVEMBER 28, 1995

ISSUE: Wages for Fiscal Year 1996/97

OFFER: Wages shall be increased across the board on October 1, 1996, by 3%.

ECONOMIC

LAST BEST OFFER FROM OPEIU LOCAL 459, AFL-CIO TO CEI CMH RESIDENTIAL

NOVEMBER 28, 1995

ISSUE: Paid Days Off (Section 4.9)

OFFER: Effective October 1, 1995, the schedule for paid days off shall be increased to:

Length of Service	Number of Days	Accumulated Pay Period
0 - 1 years	13	4.000 hours
1 - 2 years	15	4.615 hours
2 - 3 years	17	5.231 hours
3 - 4 years	19	5.846 hours
4 - 5 years	21	6.462 hours
5 - 6 years	23	7.077 hours
6 - 7 years	25	7.692 hours
7 - 8 years	27	8.308 hours

ECONOMIC

LAST BEST OFFER FROM OPEIU LOCAL 459, AFL-CIO TO CEI CMH RESIDENTIAL

NOVEMBER 28, 1995

ISSUE: Personal Leave With Pay (Section 4.8)

OFFER: Effective January 1, 1996, regular full-time and part-time Overnight Technicians shall receive Personal Leave with Pay on the following basis:

Hire Date	Number of Days Full-Time
Between Jan. 1 - June 30	6
Between Jul. 1 - Sept. 30	3
Between Oct. 1 - Dec. 31	0

NON-ECONOMIC

LAST BEST OFFER FROM OPEIU LOCAL 459, AFL-CIO TO CEI CMH RESIDENTIAL

NOVEMBER 28, 1995

ISSUE: Temporary Promotions or Increases in Work Hours

OFFER: Amend Section 2.8 to read:

A. Rates of Pay. An employee temporarily assigned to a higher classification in this bargaining unit, or to a position in the Large Bargaining Unit, or to a position in the Supervisor's Unit, or to a regular non-Union classification shall be paid at the first step in the classification which is at least $500 annually above the employee's regular rate of pay.

B. Hours Worked vs. Hours Paid. An employee temporarily assigned to a higher classification who works ten (10) days or less in the classification shall be paid at the higher rate for all hours worked.

An employee temporarily assigned to a higher classification who works more than ten (10) days shall be paid at the higher rate for all hours paid, after the tenth (10th) day.

C. Benefits. An employee temporarily assigned to a higher classification shall receive the benefits of her former position except an employee temporarily assigned to a classification which receives holiday pay for ten (10) days or more shall receive paid holidays in accordance with Section 4.4 or the contract/policy for that classification.

Promoted Employees. A Residential employee temporarily assigned to a Resident Manager position or to a position in the Large Bargaining Unit or to the Supervisors' Unit or to a regular non-Union position for a period of time greater than thirty (30) calendar days who is then permanently promoted to the position shall receive sick leave and

vacation retroactive to the first day of the temporary assignment.

D. **Permanent Employees**. Any Bargaining Unit employee who works in excess of twelve (12) continuous months in a position that is a temporary promotion or a temporary increase in hours, shall automatically be considered a regular permanent employee in that position or in those hours.

E. **Selection**. When practical and possible Management shall rotate temporary assignments among qualified employees in the home starting with the most senior employee.

LAST BEST OFFER
CEI-COMMUNITY MENTAL HEALTH BOARD
November 28, 1995
Economic

WAGES

Year One:

A. Wages shall increase three percent (3%) across the board effective October 1, 1994.

B. A one percent (1%) signing bonus, based on current salaries and pro-rated by FTE, shall be payable after October 1, 1995.

Only those employees who are employed as of the date or receipt of the Factfinder's award shall be eligible to receive the retroactive pay and signing bonus.

Year Two:

A. Wages shall increase three percent (3%) across the board effective October 1, 1995.

Only those employees who are employed as of the date of receipt of the Factfinder's award shall be eligible to receive the retroactive pay.

Year Three:

A. Wages shall increase three percent (3%) across the board effective October 1, 1996.

The contract shall expire September 30, 1997.

LAST BEST OFFER
CEI-COMMUNITY MENTAL HEALTH BOARD
November 28, 1995
Economic

PAID TIME OFF

Section 4.9 Paid Days Off, A. shall be amended to read:

Length of Service	Number of Paid Days Off
0 - 1 year	11/year
1 - 2 years	12/year
3 years	13/year
4 years	14/year
5 years	15/year
6 years	16/year
7 years	17/year
8 years	18/year
9 years	19/year
10+ years	20/year

This section of the contract shall be retroactive to October 1, 1995. Only those employees who are employed as of the date of receipt of the Factfinder's award shall receive retroactive accrual of paid time off.

LAST BEST OFFER
CEI-COMMUNITY MENTAL HEALTH BOARD
November 28, 1995
Language

Section 2.8 Temporary Promotions or Increases in Work Hours

A. Rates of Pay. An employee temporarily assigned to a higher classification in this bargaining unit, or to a position in the Large Bargaining Unit, Supervisor's Unit, or regular non-union classification shall be paid at the first step in the classification which is a least five hundred dollars ($500.00) above the employee's regular rate of pay.

B. Hours Worked versus Hours Paid. An employee temporarily assigned to a higher classification who works ten (10) days or less in the classification shall be paid at the higher rate for all hours worked.

An employee temporarily assigned to a higher classification who works more than ten (10) days shall be paid at the higher rate for all hours paid, after the tenth (10th) day.

C. Benefits. An employee temporarily assigned to a higher classification shall receive the benefits of her former position except an employee temporarily assigned for ten (10) days or more to a classification which receives holiday pay shall receive paid holidays in accordance with Section 4.4 or the contract/policy for that classification.

Promoted Employees. A Residential employee temporarily assigned to a Resident Manager position or to a position in the Large Bargaining Unit, the Supervisor's Unit, or to a regular non-union position for a period of time greater than thirty (30) calendar days who is then permanently promoted to the position shall receive sick leave and vacation retroactive to the first day of the temporary assignment.

D. Permanent Employees. Any Bargaining Unit employee who works in excess of twelve (12) continuous months in a position that is a temporary promotion or a temporary increase in hours, shall automatically be considered a regular permanent employee in that position or in those hours.

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CEI-COMMUNITY MENTAL HEALTH BOARD
November 28, 1995
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2.5 LATERAL TRANSFERS FOR ALL OTHER CLASSIFICATIONS

A. In-Home Positions. In the event a position other than Resident Manager is open in a home that entails a different number of working hours than any other position in that home in that job classification it shall be offered, according to in-home seniority, to all employees in that classification in that home. However, employees who have been hired into their current position or have disciplined in the last twelve (12) months may be excluded from consideration for such a transfer. Employees who accept such a transfer must be willing to work the required hours. Such a transfer will not be subject to the posting procedure outlined in Section 2.3. The Residential Coordinator shall be responsible for approaching all eligible staff and attaining their written acceptance or rejection of such a position. If the Coordinator has made a good faith effort to approach an eligible staff and cannot contact the staff or the staff does not respond to the notice within a reasonable length of time the staff will be considered to have rejected the position.

B. Transfer List. In the event no in-house staff desires to fill a vacant position as described in paragraph A above, such position shall be filled from within the bargaining unit in that classification in that program on a program wide seniority basis.

1. The employer shall maintain a listing of staff requesting transfers from one work location to another. Such list shall be maintained in the Residential Supervisor's office. A separate list shall be maintained for each home. Staff wishing to transfer from one location to another shall sign and date the list of the home they wish to move to. Staff shall not request a transfer by signing listings of more than two homes at any one time. Signing by staff of more than two lists shall invalidate all requests for transfer and such staff shall not be considered further for transfer. Signatures or dates that are illegible shall invalidate that specific request for transfer.

2. When a vacancy occurs that cannot be filled by the staff currently in that home the Employer shall offer the position to the most senior staff on the list as defined in B.1 above (using program wide seniority) who meets the minimum qualifications and is willing to work the required hours. Minimum qualifications shall be defined as those listed in the most recent job posting for that position. However, the employer may disqualify an employee from transfer if there are valid clinical concerns which may impact on clients in the home.

3. Requests for transfers shall be valid for ninety (90) days or until withdrawn by the employee by drawing a line through her name and initialing and dating the withdrawal or until the request becomes invalid due to discipline, transfer or promotion.

4. Employees who have been disciplined in the last twelve (12) months may be excluded from consideration for such a transfer. Employees who have made a transfer between homes in the last twelve (12) months, or have worked in their current home less than twelve (12) months, may be excluded from consideration for such a transfer unless such a transfer was involuntary such as a bump during layoffs. The Employer is not obligated to grant such a lateral transfer if one of the current clients treatment plan excludes employees of that sex from working with that client for clinical reasons, or if excluded by law or regulation.

5. Such a transfer will not be subject to the POSTING PROCEDURE (Section 2.3).

C. Posting. In the event no bargaining unit employees in that program are willing and able to fill a vacant position as described in Paragraph B above, such position shall be posted under the provisions of Section 2.3 POSTINGS and be subject to the provisions of Section 2.6 PROMOTIONS AND TRANSFERS.

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