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**LETTER OF UNDERSTANDING**

*Between*

**ANTRIM KALKASKA COMMUNITY MENTAL HEALTH SERVICES BOARD**

*And*

**TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS, LOCAL 214**

**WHEREAS**, the Antrim Kalkaska Community Mental Health Services Board and Teamsters State, County and Municipal Workers Local 214 have entered into a collective bargaining agreement which expires on December 31, 1998; and

**WHEREAS**, the terms of such agreement may be amended by mutual written agreement of the parties;

The parties hereby agree to extend the current collective bargaining agreement and any/all applicable attached Letters of Understanding until December 31, 1999, and to increase the 1998 Wage Scale in Appendix A (All Classifications, All Steps) by two percent (2%) effective January 1, 1999.

All other terms and conditions as agreed by the parties shall remain in full force and effect unless otherwise modified, in writing, by the parties.

Dated: October 26, 1998.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Ross Lee Gibson  
Ross Lee Gibson, MA, LLP  
Executive Director

Sheryl Langdon  
Sheryl Langdon  
Business Representative

Jack G. Meeder  
Board Chair

Ellen Searles  
Ellen Searles, Steward

Antrim Kalkaska Community Mental Health Services Board

10/10/10

10/10/10

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ORIGINAL FOR EXECUTION

# AGREEMENT

Between

ANTRIM-KALKASKA COMMUNITY MENTAL  
HEALTH SERVICES BOARD

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL  
WORKERS, LOCAL 214

(General Unit)

Effective January 1, 1997 through December 31, 1998

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## AGREEMENT

THIS AGREEMENT is made, effective this 1st day of January, 1997, except as otherwise provided hereunder, by and between the **ANTRIM-KALKASKA COMMUNITY MENTAL HEALTH SERVICES BOARD**, hereinafter referred to as the "Employer", and **TEAMSTERS LOCAL 214**, hereinafter referred to as the "Union."

## RECOGNITION

### Section 1.0. Collective Bargaining Unit.

The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit:

All full time and regular part-time professional and clerical employees of the Antrim-Kalkaska Community Mental Health Services Board, BUT EXCLUDING Agency Director, Clinical Director, D.D. Director, Business Manager, supervisors, confidential secretary, and all other employees.

### Section 1.1. Definitions.

The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full time and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.0. For purposes of this Agreement, the following definitions are applicable:

(a) Full Time Employee. A full time employee is an employee who is working the official workweek on a regular schedule and on a continuous basis.

(b) Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled to work twenty (20) hours or more in a workweek but less than the official workweek on a continuous basis.

(c) Irregular Employee. An irregular employee is an individual who is working on any other basis and who is not included within the above definitions of full time or regular part-time employee. An irregular employee shall include an employee who, while hired as an irregular employee, initially works in excess of twenty (20) hours per week for a period of time not to exceed ninety (90) days for the purpose of training or program development or to expend available funds; however, such employees shall not be used to replace bargaining unit employees.



## Section 1.2. Grant Employees.

All employees included in the bargaining unit who are there as a result of temporary State or Federal grants shall be subject to all the terms of this Agreement insofar as the law permits. Employees hired under such grants shall be terminated at the conclusion of their specific grants without regard and without recourse to this Agreement and during their employment under such grants shall not accrue seniority.

## REPRESENTATION

### Section 2.0. Collective Bargaining Committee.

The Employer agrees to recognize not more than two (2) non-probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. The Union shall, in advance, furnish the Employer in writing with the names of its Collective Bargaining Committee members.

### Section 2.1. Stewards.

(a) The Employer hereby agrees to recognize one (1) Steward and one (1) alternate Steward, each of whom shall have completed their probationary period, to act as grievance representatives under this Agreement. The alternate Steward may exercise the functions of a Steward under this Agreement only if the Steward is absent. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

(b) The Union agrees that the Steward and his alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with the normal functions of the Employer. If it is necessary for a Steward or his alternate to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor. In the event it is necessary for a Steward to remain on his job after a request to handle a grievance is made, the Steward shall be relieved to perform his representative duties as quickly thereafter as possible during that workday; both parties to this Agreement recognize a rule of reason must apply in this regard.

(c) The Employer agrees to compensate the Steward and his alternate at their straight time regular rate of pay for all reasonable time lost for their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If a Steward or his alternate abuses the privileges extended herein, and, if the abuse is not corrected, the privilege may be revoked by the Employer.

## Section 2.2. Bargaining Time.

The Employer agrees to pay members of the Collective Bargaining Committee for time spent in negotiations with officials of the Employer but only for the straight time hours they would have worked on their regular work schedule.

## Section 2.3. Identification of Union Representatives.

The Union will furnish the Employer in writing with the names of its Steward and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

## Section 2.4. Union Visitation.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer the time and place prior to the occurrence of such visits.

# UNION SECURITY

## Section 3.0. Union Membership.

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided by the terms of this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

## Section 3.1. Checkoff.

(a) During the life of this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the

Employer written authorizations properly executed by each employee allowing such deductions and payments to the Union.

(b) Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the Employer without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this checkoff service without charge to the Union.

(c) All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(d) Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

### Section 3.2. Hold Harmless.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or as a result from any conduct by the Employer for the purpose of complying with Sections 3.1 or 3.2 of this Agreement.

## **MANAGEMENT RIGHTS**

### Section 4.0. Rights.

(a) The Employer retains and shall have the sole and exclusive right to manage its department and divisions and all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to subcontract; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; and in all respects to carry out the ordinary

and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge non-probationary employees for just cause, layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past or to change, alter or modify same; provided, however, that these rights shall not be exercised in violation of any specific provision of this agreement; and, as such, they shall be subject to the grievance procedure established in this agreement.

(b) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

#### Section 4.1. Work Assignments and Work in a Higher Classification.

The Employer may require an employee to work in any position or classification or to perform any duties to which they are qualified. This includes, but is not limited to, filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absences due to leave of absences, etc. An employee assigned and working in a higher paying classification in the bargaining unit for forty (40) hours or more within a twelve (12) month period in blocks of four (4) consecutive hours or more shall be paid, starting the forty-first (41st) hour, at the higher classification rate which is closest to their current rate, but which results in an increase in pay. The parties recognize that some job classifications overlap in duties and that some employees working in a lower classification may be performing some work of a higher classification. Those employees are not entitled to be paid at the higher rated classification.

### **DISCIPLINARY PROCEDURE**

#### Section 5.0. Just Cause.

The Employer shall not discharge or discipline a non-probationary employee except for just cause. The Employer agrees to use progressive and corrective discipline, where appropriate. The Union acknowledges, however, that progressive discipline need not be utilized for major infractions.

#### Section 5.1. Counseling Memoranda.

The Union acknowledges that counseling memoranda may be utilized by the Employer. Counseling memoranda shall not be construed as disciplinary action.

### Section 5.2. Record.

In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than thirty (30) months previously.

### Section 5.3. Notice of Disciplinary Action.

Within three (3) days following the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify a collective bargaining committee member, in writing, of the reasons therefor and will, within the same period of time, cause a copy to be issued to the employee involved.

### Section 5.4. Leaving Premises.

Whenever possible, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with a collective bargaining committee member before an employee is required to leave the property of the Employer, and the Employer will make available an area where this may be done in private.

### Section 5.5. Expedited Grievance.

Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step 2 of the Grievance Procedure within three (3) days of receipt of written notice of discipline by a collective bargaining committee member. The Union may file the grievance on behalf of the employee so disciplined.

## **GRIEVANCE PROCEDURE**

### Section 6.0. Definition of Grievance.

For purposes of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement as written. Employees or the Union shall have the right to file grievances under the procedures established herein. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance." The Union shall identify in writing, no later than Step 1 of this Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known or should reasonably have been known by the employee.



If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he or she will be required to do so.

### Section 6.1. Grievance Procedure.

All grievances shall be handled in the following manner:

(a) Step 1. An employee with a grievance shall notify their immediate Supervisor in writing within five (5) working days after the employee knows of the events giving rise to the grievance or should reasonably have been known by the employee. A meeting shall be held within five (5) working days of such notification between the employee, the Steward, and the Supervisor. The employee shall receive the Supervisor's written answer within five (5) working days after such meeting. The Supervisor's answer shall not serve as a precedent.

*for designee*  
(b) Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be appealed to the Director within five (5) working days of the Supervisor's answer in Step 1. A meeting shall be held within five (5) working days of such notification between the employee, the Steward, and the Director. The employee shall receive the Director's written answer within five (5) working days after such meeting.

(c) Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed to the Mental Health Services Board within five (5) working days of the Director's answer in Step 2. A meeting shall be held between the employee, the Steward, and the personnel committee of the Mental Health Services Board, and the Director within fourteen (14) working days after the appeal is received. Either party may have non-employee representatives present, if desired. The Employer will issue its written answer within five (5) working days of the first regularly scheduled Board meeting after the meeting provided for in this Step. In order for the grievance to be satisfactorily resolved, it must be signed by both a member of the Mental Health Services Board and the Director.

### Section 6.2. Time Limitations.

The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next Step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

### Section 6.3. Expedited Disciplinary Grievances.

Should a non-probationary employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a written grievance may, within

three (3) working days following the date such discipline is imposed, be filed initially at Step 2 of the Grievance Procedure. The parties will meet at the earliest possible date which is mutually convenient in an attempt to resolve the matter. If desired by the Union or Employer, the disciplined employee may be present. All grievances relating to the discharge or the disciplinary suspension of an employee must be presented within the time limits contained in this Section. Any grievance which is not presented within these time limits shall be considered to have been abandoned, and no appeal shall be made to the Arbitration Procedure. All other disciplinary grievances shall follow the normal Grievance Procedure.

#### Section 6.4. Time Computation.

In computing days under the Grievance Procedure, Saturdays, Sundays, and holidays recognized under this Agreement shall be excluded.

#### Section 6.5. Grievance Settlements.

With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent for any future grievance.

#### Section 6.6. Grievance Form.

The grievance form shall be supplied by the Union.

#### Section 6.7. Lost Time.

The Employer agrees to pay for all reasonable time lost by an employee during his regular scheduled working hours while presenting a grievance at Steps 1, 2 and 3 of the Grievance Procedure, provided, however, the Employer reserves the right to revoke this benefit if the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay.

#### Section 6.8. Election of Remedies.

When remedies are available for any complaint or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or

administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## ARBITRATION

### Section 7.0. Arbitration Request.

In the event that a grievance involving the application, interpretation, or enforcement of the provisions of this Agreement shall not have been satisfactorily adjusted during the three (3) Steps of the Grievance Procedure, the Union may submit the grievance to arbitration by giving written notice to the Director within thirty (30) calendar days (Section 6.4 does not apply) after the last answer by the Employer. By mutual agreement, this time limit may be extended by the parties involved in writing, provided the length of the extension period is specified. If arbitration is not sought within the thirty (30) day period specified in this Section, the matter shall be considered settled on the basis of the Employer's last disposition.

### Section 7.1. Selection of Arbitrator.

If a timely request for arbitration is filed by the Union, the parties to this Agreement shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Either party to this Agreement may reject the first (1st) list submitted by the Federal Mediation and Conciliation Service, except in suspension and discharge cases, provided the party which does so must immediately request a new list. The remaining name shall serve as arbitrator, whose fees and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.

### Section 7.2. Arbitrator's Powers.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. No decisions in any one case shall require retroactive wage adjustment in any other case.



Section 7.3. Arbitrator's Decision.

The arbitrator's decision shall be final and binding upon the Union, the Employer, and the employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement.

**NO STRIKE - NO LOCKOUT**

Section 8.0. No Strike Pledge.

The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty.

Section 8.1. Penalty.

Any employee who violates the provisions of Section 8.0 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedures regarding discipline imposed for a violation of Section 8.0 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 8.0.

Section 8.2. No Lockout.

During the life of this Agreement, the Employer in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 8.0, agrees not to lockout any employees covered by this Agreement.

**SPECIAL CONFERENCES**

Section 9.0. Special Conference Procedure.

The Employer and the Union agree to meet and confer on matters of mutual concern upon written request by the opposite party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the Conference. The discussion shall be limited to the matters set forth on the agenda, but it is understood that these Special Conferences shall not be for the purpose of conducting or continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement or to be a substitute or extension of the Grievance Procedure. Special Conferences shall be held within fourteen (14) calendar days from receipt of the written request at a time and place which

is mutually agreeable to the parties. Each party shall be represented at Special Conferences by not more than three (3) persons. Outside representatives may attend the Conference if requested by either party.

Section 9.1. Family Support Coordinator.

In the event that the State Department of Mental Health mandates a four (4) year college degree (QMHP) for the Family Support Coordinator position, then under such circumstances the Employer and Union agree to hold a special conference pursuant to the terms and conditions under Section 9.0 of this Agreement.

**JOB POSTING**

Section 10.0. Job Posting.

Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

**TRIAL PERIOD**

Section 11.0. Trial Period.

An employee who applies for and is selected for another position within the bargaining unit shall serve a trial period of up to three (3) months for non-professional employees, and up to six (6) months for professional employees. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, the Employer shall have the right to return the employee to the former classification without loss of seniority. The decision of the Employer shall not be grievable. If an employee who is selected for another position is a probationary employee, that employee shall still be a probationary employee and subject to all the limitations of such employment status.

**SENIORITY**

Section 12.0. Definition of Seniority.

Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in his current classification

commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The applications of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

#### Section 12.1. Probationary Period.

The probationary period for all new employees, except professional employees, shall be ninety (90) days. The probationary period may be extended for an additional sixty (60) days by the Employer with the consent of the employee. The probationary period for professional employees shall be six (6) months except that the probationary period may be extended an additional six (6) months with the consent of the employee. Until an employee has completed his probationary period, including any extension, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard and without recourse to the provisions of this Agreement. The probationary employee can be terminated for any reason or for no reason and shall be an employee at will. There shall be no seniority among probationary employees. Notwithstanding the above, if an employee is absent from work for any reason for more than ten (10) work days, his/her probationary period shall be extended by a period equal to the duration of such absence.

#### Section 12.2. Loss of Seniority.

An employee's seniority and his employment relationship with the Employer shall automatically terminate for any of the following reasons:

- (a) If he quits, retires, or receives a pension, including a disability pension;
- (b) If he is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement;
- (c) If he is absent for any three (3) consecutive working days without properly notifying the Employer;
- (d) If he fails to report for work for three (3) consecutive working days, unless an excuse acceptable to the Employer is presented;
- (e) If he fails to return on the required date following an approved leave of absence, vacation, or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- (f) If he has been on layoff status for a period of one (1) year or the length of his seniority, whichever is less;

(g) If he fails to report for work within two (2) weeks following notification of recall by certified mail, return receipt requested, sent to his last known address;

(h) If he fails to inform the Employer within five (5) working days following receipt of notification of recall that he intends to return to work for the Employer;

(i) If he makes an intentionally false and material statement on his employment application;

(j) If he has been on leave of absence, including a sick or Workers' Compensation leave, for a period of one (1) year or for a period equal to the length of his seniority at the time such sick leave commenced, whichever is less;

(k) After October 6, 1991, if he or she is convicted, pleads guilty, or pleads no contest to a felony.

#### Section 12.3. Transfer to Non-Bargaining Unit Position.

If an employee covered by this Agreement is permanently transferred or promoted to a non-bargaining unit position with the Employer, he shall retain his seniority as of the date of the transfer or promotion but he shall no longer accumulate additional seniority with the bargaining unit set forth in this Agreement while he is in the non-bargaining unit position. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his retained seniority shall be reinstated upon the date of his return and he shall thereafter begin to accumulate seniority again.

#### Section 12.4. Seniority List.

The Employer agrees to post a current seniority list every six (6) months and to furnish a copy to the Union. The seniority list shall be deemed to be correct for all purposes under this Agreement unless a protest has been filed within ten (10) working days following the date the seniority list was furnished to the Union.

### **LAYOFF AND RECALL**

#### Section 13.0. Layoff Procedure.

The Employer may lay off employees whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

(a) Layoff shall take place in accordance with an employee's classification seniority. The first employees to be laid off within the bargaining unit classifications affected, and in the order stated, shall be: part-time and then probationary. Thereafter, the first employees to be laid off in the affected classifications shall be those employees with the least amount of classification seniority in such classification, provided, however, the senior employees retained presently have the necessary training, experience, qualifications, and skill and ability to perform the remaining required work.

(b) Upon being laid off from his or her classification, a non-professional employee who so requests shall, in lieu of layoff, be demoted to a lower classification within the bargaining unit, provided, however, that he or she has greater seniority than the employee who he or she is to replace and provided also he or she has the necessary training, experience, skills and present ability to perform the required work. Any request to be demoted, in lieu of layoff, must be made within three (3) days of the date the notice of layoff was sent.

(c) Among professional employees, bumping shall only be permitted when the employee who bumps has the present necessary training, licensing, qualifications, seniority, skill and ability to perform the remaining work.

#### Section 13.1. Notification of Layoff.

Whenever possible, the Employer agrees to give ten (10) calendar days advance notification of layoff by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Steward or his alternate. Whenever possible, the notification shall state the anticipated duration of the layoff.

#### Section 13.2. Recall.

In the event the work force is increased, recall to work shall be in reverse order of layoff from the classifications affected by the recall, provided, however, the employee returned to work must be able to perform the required work and must not have lost his recall rights pursuant to Section 12.2 (f).

#### Section 13.3. Notification of Recall.

Notification of recall shall be by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Steward or his alternate. The notice shall set forth the date the recalled employee is expected to return to work.



## HOURS OF WORK

### Section 14.0. Normal Workweek and Workday.

The normal workweek for permanent full time employees shall consist of forty (40) hours per week. The normal workday for full time employees shall consist of eight (8) consecutive hours of work excluding a lunch period.

### Section 14.1. Workweek and Workday Definition.

Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek.

### Section 14.2. Scheduling.

The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet the needs of the Employer and the public it serves. It is expressly understood that an employee's work schedule and his shift may be changed whenever operating conditions warrant such change.

### Section 14.3. Overtime.

All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the employee's immediate supervisor.

### Section 14.4. Premium Pay.

(a) Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) week.

(b) Nonworked holidays, paid leaves of absence, and vacations shall not count as "hours worked" for purposes of determining whether an employee is entitled to the premium pay provided by this Section.

(c) This Section shall not apply to executive, administrative, or professional employees.

### Section 14.5. Compensatory Time.

If an employee who is exempt from overtime under Section 14.4(c), actually works in excess of eighty (80) hours in a pay period because (1) such time was scheduled by the Employer, (2) such time was required due to an emergency situation which results in an extension of the work day, or (3) such time was approved in advance by the Employer, he will be entitled to compensatory time at an hour-for-hour basis. Such time must be taken

within sixty (60) days after the end of the pay period in which such extra hours were worked. Compensatory time off requires the permission of the Employer. All hours worked in excess of the regular workday must be reported to the employee's immediate supervisor within one (1) workday of the day it was worked. The provisions of this Section shall not apply to an employee who is on an on-call status.

#### Section 14.6. On Call.

Professional employees who perform on-call duty shall be compensated at the rate of one dollar and fifteen cents (\$1.15) for each hour the employee is required to be on call.

Whenever the scheduled on-call worker is required to leave his/her home to provide a face-to-face evaluation, activation time shall start from the time the employee leaves his home and ceases when they return. Mileage will be paid to and from the evaluation site.

Compensation is at the rate of one and one-half hours for each hour of activation.

#### Section 14.7. No Duplication or Pyramiding of Premium Rates.

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement with any other Section of this Agreement.

#### Section 14.8. Court Time.

Employees required to appear in Court or other such agencies on matters directly related to their work with the Employer shall receive their regular rate for all such hours during their regular work schedule. If the employee receives any witness fees, he shall turn them over to the Employer. The employee will be allowed to retain any mileage paid by the Court provided he does not also receive mileage from the Employer.

#### Section 14.9. Rest Periods.

Employees are allowed two (2) fifteen (15) minute rest periods per work day, one (1) in each half of the work day. Rest periods may not be taken at the beginning or at the end of a work day. When necessary, the rest periods may be staggered for the efficient operation of the department. Unused rest periods shall not accumulate nor be payable to the employee.

### **LEAVES OF ABSENCE**

#### Section 15.0. Procedure for Requesting Personal Leaves.

Requests for a personal leave of absence must be submitted in writing by the employee to his immediate supervisor at least thirty (30) days in advance of the date the

leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration date of the original leave, if possible, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

#### Section 15.1. Purpose of Leaves.

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in discipline, up to and including discharge. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

#### Section 15.2. Early Returns from Leave.

There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives a written notice to the Employer of his desire to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

#### Section 15.3. Military Reserve Leave.

A full time employee with reserve status in the Armed Forces of the United States or membership in the National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He shall furnish to the Employer, in writing, a statement of the total amount of Government compensation received for this service for this period. If such Government compensation does not equal or exceed the employee's usual salary, he shall be paid the difference by the Employer for a period not to exceed two (2) calendar weeks in any one (1) calendar year. Any additional time which an employee may be required to serve or attend military meetings shall not be compensated by the Employer. If the employee's total Government compensation equals or exceeds his usual salary, there shall be no payment by the Employer. Reserve training shall be in addition to any vacation time which the employee may be entitled to, but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval.



#### Section 15.4. Active Military Leave.

Any full time and non-probationary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and, in any event, not less than two (2) weeks prior to the employee's separation of employment with the Employer, provided he has received notice from the Government. All benefits such as insurance or vacation shall cease immediately upon the employee's separation from employment.

#### Section 15.5. Extended Sick Leave.

Unpaid extended sick leave for a fixed period of time up to six (6) months shall be granted automatically upon application from non-probationary employees for illness or injury, subject to the Employer's right to require proof of disability or injury. Extensions of sick leave may be granted by the Employer, provided, however, the obligation is on the employee to report any change of conditions or request a continuation of sick leave.

#### Section 15.6. Maternity Leave.

Maternity leaves shall be treated the same as any other sick leave.

#### Section 15.7. Medical Certificates and Examinations.

Employees requesting a leave for sickness or injury for an extended period of time or a continuation of sick leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raise a question as to the employee's capabilities to perform his job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on sick leave of absence.

#### Section 15.8. Jury Duty.

Any full time employee shall be granted a leave of absence with pay when he is required to report for jury duty. The employee shall give the Employer prior notification of his jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled pay day for such time after endorsing the jury duty check for each day to the Employer, with the exception of those funds allocated for mileage. However, employees who complete such jury duty prior to the end of the workday shall return to their regular work station for the remainder of the work day.

Section 15.9. Bereavement Leave of Absence.

Upon request, a non-probationary employee will be granted a leave of absence, with pay, for three (3) consecutive days when he would have otherwise been scheduled to work to attend to matters involving a death in the employee's immediate family, provided the employee attends the funeral. For purposes of this Section, the term "immediate family" is defined as including the employee's:

Spouse	Stepchild
Parents	Grandparents
Parents of current spouse	Grandchildren
Child	Members of the employee's
Brother	household for whose financial or
Sister	physical care the employee is
Stepparent	primarily responsible

Leaves granted under this Section shall include the date of the funeral. An employee excused from work under this Section shall be paid the amount of wages he would have earned by working his straight time hours on such scheduled days of work for which he is excused.

Section 15.10. Educational Leave of Absence.

Employees may be granted an unpaid leave of absence at the discretion of the Employer for up to one (1) year to attend educational programs related to their employment. Before the educational leave of absence is granted, the Employer shall advise the employee as to whether the employee will be: (1) reinstated to his position; or (2) reinstated to an equivalent position; or (3) no reinstatement to his former or equivalent position will be guaranteed unless an opening in such position exists but the employee shall be placed on a preferential hire list, upon the termination of the educational leave of absence. If the educational leave is granted, such terms shall be reduced to writing and signed by the employee and the Director.

Section 15.11. Personal Leave.

(a) All full time employees covered by this Agreement who have completed six (6) months of service with the Employer shall be credited with eight (8) paid personal days, to be used at the employee's discretion, on the first (1st) day of January of each year. Part-time employees shall receive personal days on a pro-rata basis according to the number of hours he/she regularly works compared to a full-time employee's regular schedule. Employees wishing to take personal leave must follow the Employer's procedure for taking such time off.

(b) New employees shall not be eligible for paid personal leave benefits until they have completed six (6) months of service. Upon completion of six (6) months of

service, an employee will be credited with a pro rata amount of personal leave days equal to eight (8) times his/her months of employment prior to January 1 divided by twelve (12). Employees, however, whose first six (6) months of employment overlap January 1 of any year will be credited with eight (8) personal leave days upon completion of six (6) months of service.

(c) Any employee who has accumulated sick leave remaining upon the signing of this Agreement may continue to use such sick leave for any bona fide illness or injury. Such sick leave is separate and apart from personal and other paid leaves. Such paid sick leave shall be charged against the employee's sick leave account in the amount taken until such sick leave account is exhausted. There shall be no provision for earning additional sick leave or for cashing in unused sick leave beyond that stated above.

(d) All new hires who become eligible to use personal leave days on or after November 1 shall be granted an extension of time until March 31 of the following year in which to use such personal leave. This extension of time shall be for the employee's first year of employment only.

#### Section 15.12. Family and Medical Leave Act.

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act of 1993.

### HOLIDAYS

#### Section 16.0. Recognized Holidays.

The following days shall be observed as holidays for full time employees covered by this Agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
(3rd Monday in Feb.)	Thanksgiving Day
Spring Day	Day after Thanksgiving
(Friday before Easter)	Christmas
Memorial Day	

One (1) day will be given as a holiday on both Christmas Eve and New Year's Eve if such days fall on a Monday, Tuesday, Wednesday or Thursday.

Part-time employees shall receive holiday pay on a pro-rata basis according to the number of hours he/she regularly works compared to a full-time employee's regular schedule.

### Section 16.1. Holiday Eligibility.

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless on a paid leave of absence;
- (b) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday;
- (c) The employee must work on the Employer's last scheduled day before and the first scheduled day after the holiday unless on a paid leave of absence;
- (d) The employee must not be on an unpaid leave of absence, layoff, or disciplinary suspension.

### Section 16.2. Holiday Celebration.

If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday.

### Section 16.3. Holiday During Vacation.

Holidays recognized by this Agreement that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date.

## **VACATIONS**

### Section 17.0. Vacations.

All full time employees covered by this Agreement shall accrue vacation benefits in accordance with the following schedule, however, new employees are not eligible to take vacation until they have completed nine (9) months of service:

Seniority

Vacation Accrual

Hire through 1 Year	3.08 hours per pay period
Beginning 2nd Year	4.00 hours per pay period
Beginning 3rd through 4th Years	4.62 hours per pay period
Beginning 5th through 9th Years	5.23 hours per pay period
Beginning 10th through 14th Years	5.85 hours per pay period
Beginning 15th through 19th Years	6.15 hours per pay period
Beginning 20th Year and Up	6.77 hours per pay period

Part-time employees shall receive vacation pay on a pro-rata basis according to the number of hours he/she regularly works compared to a full time employee's regular schedule.

Section 17.1. Vacation Scheduling.

(a) Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Director's rules, provided that, in the opinion of the Director, such time off does not unreasonably interfere with the efficient operation of the Department and its obligations to the public generally.

(b) Vacation schedules should be worked out as far in advance as possible. To accomplish this and to consider the wishes of the employees, after January 1, each employee shall indicate on a yearly calendar his vacation request(s) no later than April 1. After April 1, all employees who have failed to select their vacation time will take whatever time is available according to seniority. The Director will notify employees of their vacation periods within a reasonable time after April 1 of each year.

**INSURANCE AND PENSION**

Section 18.0. Hospitalization.

Effective January 1, 1992, the Employer agrees to pay insurance premiums not to exceed the below, or the actual premiums, whichever is less. Any insurance premiums in excess of the following premium caps will be paid by the employee through payroll deduction, or the Union may elect to reduce benefits subject to and contingent upon the insurance carrier approving such reduction of benefits.

<u>1994 Rates</u>	<u>1995 CAPS (105%)</u>	<u>1996 - 1998 CAPS</u>
Single \$214.99	Single \$225.74	Single \$237.03
Couple \$457.83	Couple \$480.72	Couple \$504.76
Family \$491.97	Family \$516.58	Family \$542.41



Effective as soon as possible after the execution of the contract, the following changes to the current health insurance coverage with Blue Cross/Blue Shield of Michigan will be made:

Raise the deductible from \$50/\$100 to \$100/\$200.

Increase the prescription rider co-pay on the traditional insurance package from \$2 per prescription to \$5 per prescription.

Add the Preferred Provider Organization (PPO), which includes a \$2 Rx rider co-pay, as well as North Med HMO\* which also includes a \$2 Rx rider co-pay, as alternatives to the traditional insurance package.

Employees may select the PPO or North Med HMO on an individual basis, and the above caps (maximum payment by the Employer) shall apply.

\* Subject to agreement between Employer and North Med HMO. Employees can still maintain traditional dental and vision, subject to the caps.

#### Section 18.1. Dental and Optical.

During the terms of this Agreement, the Employer agrees to pay the required premiums for each full time employee, including dependent coverage, under the Employer's dental and optical insurance plan in effect at the execution of this Agreement.

#### Section 18.2. Sickness and Accident Insurance.

The Employer shall provide and pay the cost of a sickness and accident insurance program covering full time employees. The weekly benefit shall consist of sixty-six and two thirds percent (66 2/3%) of the employee's gross weekly wage up to a maximum of Three Hundred Fifty Dollars (\$350.00) inclusive of a group term life insurance policy in the amount of Ten Thousand Dollars (\$10,000.00). This benefit shall be payable from the first (1st) day of disability due to injury or from the eighth (8th) day of disability due to illness for a maximum period of time of twenty-six (26) weeks.

Effective January 1, 1997, the weekly benefit shall consist of sixty-six and two thirds percent (66 2/3%) of the employee's gross weekly wage up to a maximum of Five Hundred Twenty Five Dollars (\$525.00) inclusive of a group term life insurance policy in the amount of Ten Thousand Dollars (\$10,000.00). Effective January 1, 1998, the weekly benefits shall consist of sixty-six and two thirds percent (66 2/3%) of the employee's gross weekly wage up to a maximum of Five Hundred Fifty Dollars (\$550.00) inclusive of a group term life insurance policy in the amount of Ten Thousand Dollars (\$10,000.00). This benefit shall be payable from the first (1st) day of disability due to injury or from the eighth (8th) day of disability due to illness for a maximum period of time of twenty-six (26) weeks.

### Section 18.3. Liability Insurance.

The Employer shall, during the term of this Agreement, continue in effect its program of liability insurance (12/1/90), unless terminated by the carrier. If terminated by the carrier, the employer shall notify the union.

### Section 18.4. Provision of Insurance Plans.

No matter respecting the provisions of any of the insurance programs set forth in this Agreement, other than the payment of premiums, shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

### Section 18.5. Selection of Insurance Carriers.

The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 18.0 through Section 18.3, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially the same. The Union shall be notified prior to any change.

### Section 18.6. Continuation of Benefits.

There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred. If an employee is granted a sick leave, the Employer agrees to continue its premium payment for up to ninety (90) days beyond the month in which such sick leave commenced.

### Section 18.7. Pension.

The Employer will continue the present non-contributory pension plan during the terms of this Agreement.

### Section 18.8. Payment in Lieu of Health Insurance.

After the effective date of this Agreement, full time employees who are eligible for hospitalization insurance may receive up to One Thousand Two Hundred Dollars (\$1,200) annually, at the rate of One Hundred Dollars (\$100) per month if they elect NOT to be covered by the Employer's hospitalization insurance program. Subject to the carrier's rules, employees will still be eligible for Employer paid dental coverage.

Employees electing the payment must be covered by health insurance from another source to be eligible, and must sign an Employer waiver form. Such employees assume the risk of a pre-existing condition not being covered if they later desire to re-enroll, and

are subject to the open enrollment periods designated by the Employer's current health insurance carriers.

## WAGES

### Section 19.0. Classifications and Wages.

(a) Listed in Appendix "A" and incorporated herein are the rates of pay for the classifications covered by this Agreement.

(b) In the event that an employee is promoted within the bargaining unit, the employee shall be placed at a rate of pay in the higher classification which reflects an increase from the employee's current rate of pay in the former classification. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

In the event an employee applies for and is selected by the Employer in a lower paying position, the employee will receive the rate of pay set for the lower paid position at the step determined by the employee's seniority.

## LONGEVITY

### Section 20.0. Longevity.

For full-time employees only, upon completion of six (6) years of continuous service, a 1% lump sum payment calculated on the annual salary will be paid each year with the payroll which includes their agency anniversary date. For longevity purposes, annual salary equals the base pay the employee received from their previous anniversary up to their current anniversary (base pay does not include overtime or on-call). Employees must be employed for the full year, or on a paid excused leave of absence, to qualify for the longevity pay. Disability insurance leave and/or workers' comp leave of ninety (90) days or more does not count toward longevity service.

## MISCELLANEOUS

### Section 21.0. Address Changes.

An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within seven (7) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.



### Section 21.1. Captions.

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

### Section 21.2. Gender.

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

### Section 21.3. New Classifications.

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union office shall be notified of the rate of pay assigned to the classification. The Union shall have fourteen (14) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Director within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer after MERC mediation.

### Section 21.4. Personnel Policies.

The Employer reserves the right to establish, publish, and change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

### Section 21.5. Severability.

If any section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remainder of this Agreement shall not be affected thereby. In the event any Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for that Section.

### Section 21.6. Severe Weather.

In severe weather situations, such as blizzards, where the Executive Director of the Community Mental Health Services Board declares the offices to be closed, or when the offices remain open and an employee reports late for work, the employee may elect to use

accumulated personal or vacation leave or comp time, or such leave shall be without pay if the employee does not have such accrued time.

#### Section 21.7. Outside Employment.

No employee shall work at outside employment which will create a conflict of interest or in any way interfere with the effective discharge of the duties required to satisfactorily function in the position held with the Employer. Prior notice in writing must be made to the Director.

#### Section 21.8. Medical Dispute Resolution.

In the event of a dispute involving an employee's physical or mental ability to perform his job and the Employer is not satisfied by the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3rd) doctor chosen by the employee's doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and employee.

#### Section 21.9. Mileage.

Employees who use their personal cars for Employer business shall be paid at the rate of eighteen and one-half cents (18.5¢) per mile or such higher rate provided for Antrim County employees.

#### Section 21.10. Subcontracting.

The Union recognizes the Employer's right to contract or subcontract bargaining unit work to non-bargaining unit persons or entities, provided, however, that such contracting or subcontracting of bargaining workers' services shall not result in lay-off of bargaining unit employees from their present classifications in the bargaining unit or reduce their normally scheduled work hours.

Contracted or subcontracted bargaining unit work or services may, in the Employer's discretion, be either increased or decreased provided it does not cause bargaining unit employees to be laid-off from their present classifications or reduce their normally scheduled work hours.

The decision to subcontract is not grievable and shall be within the Employer's sole discretion.

### Section 21.11. Workers' Compensation.

Employees are covered by workers' compensation insurance. Each employee shall report any on-the-job injury to the Executive Director immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred. Employees being paid workers' compensation payments shall have their health insurance premiums paid for by the employer for ninety (90) days. After the ninety (90) days, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue during the time an employee is on workers' compensation, such as, but not limited to, vacation and personal leave, sickness and accident insurance and holiday pay.

### Section 21.12. Tuition Reimbursement.

Regular full time employees who receive prior approval by their supervisor and the Director for educational courses that are job related and deemed beneficial to the Agency, as determined by the Employer, and who have completed twelve (12) months of employment, may receive tuition reimbursement. Approval is at the sole discretion of the Employer and is not subject to the Grievance Procedure. Tuition reimbursement shall be limited to six (6) credit hours per semester. Reimbursement will be made after completion of the course with a passing grade. Documentation of the passing grade must be submitted along with the request for the payment. Employees who leave employment by their own initiative within twelve (12) months after reimbursement for the course(s) or who are fired for just cause shall be required to reimburse the Agency for the full amount of the tuition received through payroll deduction or otherwise.

## **SCOPE OF AGREEMENT**

### Section 22.0. Waiver.

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and

unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**DURATION**

**Section 23.0. Termination.**

This Agreement shall become effective as of January 1, 1997, and shall remain in full force until 12:01 a.m., December 31, 1998, and, thereafter, for successive periods of sixty (60) days unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement.

The written notices referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Employer's address at P.O. Box 220, Bellaire, Michigan, 49615. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Union's address at 2825 Trumbull Avenue, Detroit, Michigan, 48216. The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60th) day prior to the expiration date of this Agreement.

**ANTRIM-KALKASKA COMMUNITY  
MENTAL HEALTH SERVICES BOARD**

**TEAMSTERS LOCAL 214**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

AGREEMENT BETWEEN  
ANTRIM KALKASKA CMH & TEAMSTERS LOCAL 214

APPENDIX A

Wage Scale Effective January 1, 1999

CLASSIFICATION	START	6 MONTH	1 YEAR	2 YEARS	5 YEARS
ACT Team Facilitator	15.03	--	16.43	17.76	18.29
Assistant to DD Director	14.47	--	15.87	17.29	17.80
Bookkeeper	9.57	10.02	10.49	11.08	11.40
Clerk/Typist	8.16	8.32	8.70	9.06	9.34
Clinical Secretary	9.34	9.68	10.06	10.77	11.11
Contract Coordinator	12.65	--	13.65	14.48	14.93
Family Support Coordinator/Therapist	15.03	--	16.43	17.76	18.29
Family Support Services Worker	10.00	--	10.65	11.30	11.64
Information System Specialist	10.51	11.11	11.43	12.14	12.52
Nurse (BSN or equivalent)	14.47	--	15.87	17.29	17.80
Occupational Therapist	15.17	--	16.07	16.99	17.51
Performance Data Clerk	9.34	9.68	10.06	10.77	11.11
Prevention Coordinator	12.65	--	13.65	14.48	14.93
Psychosocial Rehab Coordinator	15.03	--	16.43	17.76	18.29
Registered Nurse	12.60	--	13.34	15.15	15.70
Rehabilitation Specialist	9.34	9.68	10.06	10.77	11.11
Reimbursement Billing Clerk	9.57	10.02	10.49	11.08	11.40
Supports Coordinator	12.65	--	13.65	14.48	14.93
Therapist (Bachelors)	12.39	--	13.65	14.48	14.93
Therapist (Masters)	15.03	--	16.43	17.76	18.29
Training Coordinator	12.65	--	13.65	14.48	15.47

1. To be eligible for the five (5) year step noted hereunder, an employee must have been actively employed for five (5) consecutive years or more.
2. Employees not eligible for number one (1) above shall receive their respective step increase only.
3. The Therapist designated to be responsible for the Kalkaska Office shall receive Seven Hundred Fifty Dollars (\$750) per year in addition to his/her base salary.

0/28/98js





ANTRIM KALKASKA COMMUNITY  
MENTAL HEALTH

NEW CLASSIFICATIONS

3/98

	<u>Start</u>	<u>6 mon</u>	<u>1 year</u>	<u>2 year</u>	<u>5 year</u>
Assistant to DD Director/Supports Coordinator	\$14.19	-----	\$15.56	\$16.95	\$17.45
Performance Data Clerk	\$ 9.16	\$9.49	\$ 9.86	\$10.56	\$10.89

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ANTRIM KALKASKA  
COMMUNITY MENTAL HEALTH

NEW CLASSIFICATION  
April 24, 1997

	<u>Start</u>	<u>6 mon</u>	<u>1 year</u>	<u>2 year</u>	<u>5 year</u>
Contract Coordinator	\$12.04	-----	\$12.99	\$13.79	\$14.21
Effective January 1, 1998	12.40	-----	\$13.38	\$14.20	\$14.64



File

RECEIVED BY:

JAN - 8 1998

Antrim Kalkaska CME

**LETTER OF UNDERSTANDING**

*between*

**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL**

**214**

*and*

**ANTRIM KALKAKSKA COMMUNITY MENTAL HEALTH SERVICES BOARD**

WHEREAS, the Antrim Kalkaska Community Mental Health Services Board and Teamsters State, County and Municipal Workers Local 214 have entered into a collective bargaining agreement which expires on December 31, 1998 and

WHEREAS, the terms of such agreement may be amended by mutual written agreement of the parties:


It is agreed between the parties that classification of BSN in Appendix A of the collective bargaining agreement shall be changed to read: "Nurse (BSN or equivalent)."

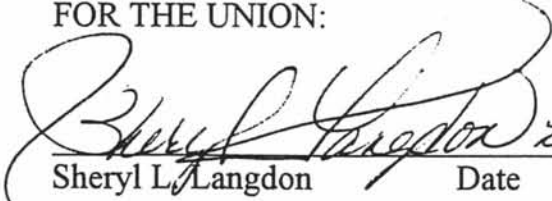
The parties further agree that in the case of the "Nurse (BSN or equivalent)" a four year degree resulting in a BA or BS in Health Services or a closely related discipline which supports the Mission and Vision of the Agency would be viewed as "equal in value or significance, corresponding in position/function," and as equivalent to the BSN Degree.

All other terms and conditions as agreed by the parties shall remain in full force and effect unless otherwise modified, in writing, by the parties.

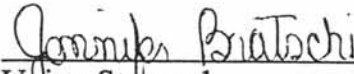
FOR THE EMPLOYER:

FOR THE UNION:

  
\_\_\_\_\_  
Ross Lee Gibson, MA, LLP  
Executive Director

  
\_\_\_\_\_  
Sheryl L. Langdon  
Date 2-6-98

1-20-98  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jonnie Bratochi  
Union Steward  
Date 1/20/98

  
\_\_\_\_\_  
Darlene  
Union Steward  
Date 1-22-98

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