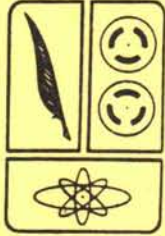


9/30/94

Clinton, Eaton, Ingham Counties Community Mental Health Board



AGREEMENT
BETWEEN

COMMUNITY MENTAL HEALTH BOARD
CLINTON, EATON, INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 459
AFL-CIO

LARGE UNIT

October 1, 1991 - September 30, 1994

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

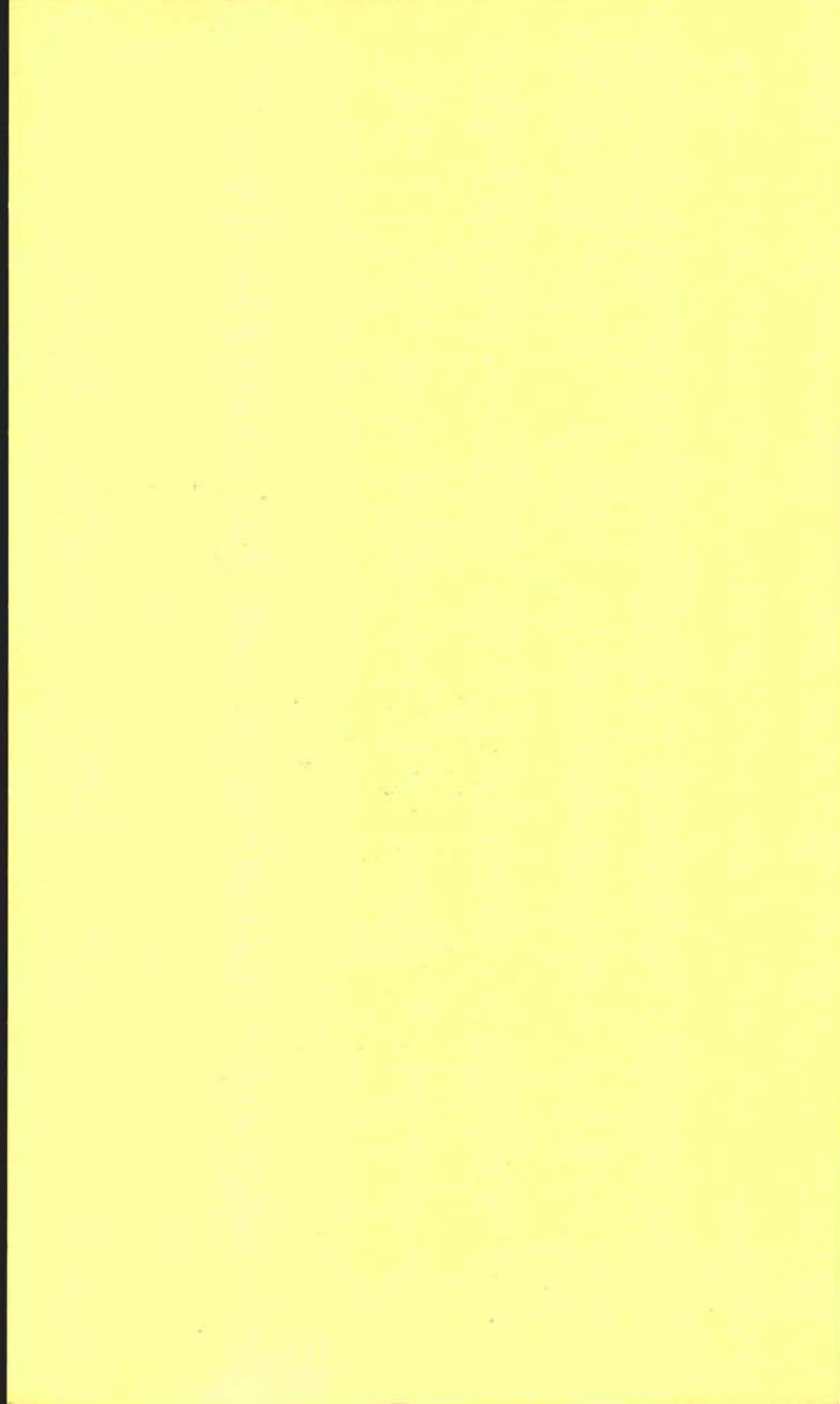


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SECTION 1

BASIC CONTRACTUAL PROVISIONS

1 AGREEMENT

This Agreement is entered into this 3rd day of April, 1992, between the COMMUNITY MENTAL HEALTH BOARD, CLINTON, EATON AND INGHAM COUNTIES (hereinafter referred to as the "Employer") and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 459, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT: The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations, for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing and maintaining its services to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective parties at all levels and among all employees.

2 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer including the bargaining unit described below:

All regular full and part-time employees and special part-time employees of the Community Mental Health Board, Clinton-Eaton-Ingham Counties, EXCLUDING: All Directors, Associate Directors, Administrators, Physicians, Program Secretaries, Administrative Staff, Volunteers, Confidential and Supervisory Employees, Home Based Workers, Resident Managers, Residential Technicians, Business Managers, Residential Activities Technicians, Overnight Technicians, Work Study Students, and all casual employees [employees normally expect to work less than twenty-five (25) hours per two (2) week pay period].

The Employer agrees that it is its express intention to staff operations with regular full-time and part-time employees whenever possible and practical for maintaining scheduling flexibility for individual program components. To this extent, the Employer agrees that special part-time and casual employees as described above will not be used to permanently replace the need for regular full-time and part-time bargaining Unit employees.

1.3 MANAGEMENT RIGHTS

- A. Reserved Rights. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.
- B. Rights Retained. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement or attachments are recognized by the Union as being retained by the Employer.
- C. Rules and Regulations. The Employer shall have the right to amend, supplement or add to its official departmental rules and regulations during the term of this Agreement provided, however, the Employer shall notify the Union in writing, ten (10) working days in advance of such amendments, supplements or additions in advance of their effective date. The Union shall have the right to grieve new or changed rules and regulations within such ten (10) day period only on the basis that the new rule or rule modification is capricious.

1.4 MANAGEMENT SECURITY

- A. No Strike. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of or to the Employer as long as this Contract is in force.
- B. No Lockout. The Employer agrees it will not lock out any of the employees covered by this Agreement.

1.5 UNION SECURITY

- A. Current Members. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at this time, shall be required, as a condition of employment to continue membership in the Union for the duration of this Agreement.
- B. Other Current Employees. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required, as a condition of employment, to become members of the Union for the duration of this Agreement on or before the thirtieth (30th) day following such effective date or upon completion of their Probationary Period (but in no event later than ninety (90) days after hire in the event of an extension of the Probationary Period), whichever occurs last.

New Hires. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement, shall be required, as a condition of employment, to become members of the Union for the duration of this Agreement on or before the thirtieth (30th) day following the beginning of their employment in the bargaining unit or upon completion of their Probationary Period, whichever occurs last.

Service Fee. An employee who shall tender a Service Fee equivalent to the periodic dues uniformly required as a condition of acquiring or attaining membership shall be deemed to meet the conditions of this Section (1.5) and shall not be required to become a member of the Union.

Arrears. Employees shall be deemed to be members of the Union within the meaning of this Section (1.5) if they are not more than ninety (90) days in arrears in payment of membership dues.

Termination of Employment. Pursuant to this Section of the Collective Bargaining Agreement, it is the Union's responsibility to notify the employer when an employee is delinquent in his payment of dues or service fee. To the extent that the Union wishes the employee to be terminated in accordance with this Section of the Agreement, the Union shall provide, in writing, to the Employer the following:

The Union's demand to terminate the employee, the reasons for termination and the date such termination takes effect.

An employee terminated for failure to pay her/his Union Dues or Service Fee shall not have access to the Grievance Procedure.

The Union, at its option, may choose to pursue legal remedies for an employee who is in non-compliance rather than requesting the Employer to terminate such employee.

Indemnity. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, judgments and any other forms of liability arising due to an employee being terminated pursuant to this provision of the Agreement or due to the Union's pursuit of legal remedies as provided herein.

UNION DUES

Payment by Check-off: Employees shall tender the Monthly Membership Dues or Service Fee by signing the Authorization for Check-off of Dues or Services Fee form and submitting it to the Human Resource Director of the Community Mental Health Board, Clinton, Eaton, and Ingham Counties. This signing and submission of the Authorization for Check-off forms shall occur on the date of hire.

Check-off Forms: During the life of this Agreement, and in accordance with the terms of the Form of Authorization of Check-off of Dues or Service Fee, the Employer agrees to deduct Union Membership Dues or Service Fee levied

in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues or Service Fee form. If the form is not properly completed, the Human Resource Director shall return the form to the Union's President promptly with the reasons therefore. No deduction shall be made until the properly completed form is received.

- C. When Deductions Begin: Check-off deductions under all properly executed Authorization for Check-off of Dues or Service Fee forms shall become effective ninety (90) days from the time the authorization is signed by the employee and shall be deducted from the second (2nd) pay of the month following this effective date and each month thereafter.
- D. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Office and Professional Employees International Union, Local 459, with a list of names of all employees for whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted. The remittance will be deemed correct if the Union does not give written notice to the Human Resource Director within one (1) calendar week after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- E. Additions and Separations: The Employer shall notify the Financial Officer of the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said Financial Officer by submission of a list of all new hires since the date of submission of the previous month's remittance of dues.
- F. Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union or payment of service fee shall be reviewed by the designated representative of the Employer and a representative of the Union and if not resolved, may be placed at Step 3 of the Grievance Procedure.
- G. Indemnification: The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, judgments or other forms of liability arising out of the deductions from an employee's pay of Union Dues or an equivalent Service Fee.
- H. Collection: The Employer shall check off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. The Employer will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union. The Employer will not be responsible for payment to the Union for any outstanding Union Dues or Service Fees for any reason.
- I. Changes: Any changes in the Dues or Service Fee amounts will be provided by the Union, in writing, to the Human Resource Director at least thirty (30) days prior to implementation.

1.7 WRITTEN AGREEMENTS

- A. Binding Agreements. There are no Agreements which are binding on any of the parties other than the Written Agreements enumerated or referred to in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing by the parties.
- B. Conflicting Agreements. Any Written Statement or Verbal Agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.

1.8 NON-DISCRIMINATION

- A. Employer Non-Discrimination. The Employer agrees to provide Equal Employment Opportunities to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, dependents of employees, national origin, height, weight or handicap. In addition, the Employer agrees to post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- B. Union Non-Discrimination. The Union agrees that with regard to membership and Union activities, it will not discriminate because of race, color, religion, sex, age, marital status, dependents of employees, national origin, height, weight, handicap or sexual orientation.
- C. Positive Action Plan. A Joint Committee shall be established to review and monitor the Positive Action Plan. The Union shall appoint three (3) persons to this Committee. It shall review and monitor the Positive Action Plan and make recommendations to the Human Resource Director regarding the Positive Action Plan. It will meet the second Tuesday in August each year, and more often if needed.

1.9 GRIEVANCE PROCEDURE

- A. Purpose: The purpose of the Grievance Procedure set forth in this Section is to provide an orderly procedure for settling disputes concerning the application and/or interpretation of this Agreement.
- B. Definitions:
 - 1. A "Grievance" is defined as an alleged violation of a specific provision of this Agreement, its interpretation or uniform application for all Bargaining Unit employees.
 - 2. The term "Employee" may include an individual or group covered by this Agreement, and may involve a "Class Action" general Grievance.
 - 3. The term "days" shall mean Monday through Friday inclusive, excluding all holidays recognized in this Agreement.

4. The "Grievant" is the employee or employees making the claim of a violation of this Agreement.
5. Any general Grievance involving a class action will spell out the specific liability to the Employer as sought by the Union. Any and all liability will be limited thereto.

C. Procedure:

1. The time limits provided in this Section (1.9) are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be waived at any step by mutual agreement between the Union and the Human Resource Director, or her/his designee. Such agreement shall be in writing and the extent of such waiver specified.
2. No Grievance shall be considered if it is not submitted, in writing, within ten (10) days from the date of its occurrence, or knowledge of its occurrence.
3. Any Grievance not answered within the time limits, by the Employer, shall automatically be referred to the next step in the Grievance Procedure, provided written notice has been given by the Union that the Grievance has moved to the next step.
4. Any Grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
5. Any Grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation.
6. A copy of the Grievance shall be submitted to the Human Resource Director, whenever advanced to Step 4.
7. A Grievance shall not be considered unless submitted or appealed specifically by the Union within the time limits specified. Therefore individual or group Grievances without written Union representation shall not be considered.
8. Any step in the Grievance Procedure may be waived upon the written mutual agreement of the Union and the Human Resource Director.
9. During Steps 1 and 2, the Grievant(s) may be represented by no more than two (2) Union representatives, only one of which may be a Union representative employed by the Board. During Steps 1 and 2, the Employer may be represented by no more than two (2) Management representatives, in addition to the Supervisor and Program Director. Beginning with Step 3 and for the remainder of the Grievance process the Grievant(s) may be represented by no more than one (1) Union representative employed by the Community Mental Health Board.

Steps in the Grievance Procedure:

1. An employee shall discuss the Grievance with her/his immediate supervisor as soon as possible after the occurrence of the event giving rise to the Grievance. If the employee, after discussing the Grievance with his immediate supervisor, still believes a violation exists he/she shall submit a written Grievance within ten (10) days of the occurrence or knowledge of the occurrence of the event causing the Grievance. The Grievance form shall be in duplicate with one copy going to the Supervisor, and the other staying with the Grievant. The written Grievance must be delivered to the Supervisor within the above time limit. The Supervisor must respond in writing to the Grievance within five (5) days after receipt of the written Grievance.
2. If the Grievance is not resolved at Step 1, the employee may submit the Grievance in writing to the Program Director, within five (5) days after receipt of the response from the Supervisor. The Program Director shall meet with the Grievant and her/his representative in an effort to settle the grievance within five (5) days of receipt of the Grievance. The Program Director shall respond in writing within five (5) days after this meeting.
3. If the Grievance is not resolved at Step 2, the employee may submit the Grievance, in writing, to the Human Resource Director, or her/his designee, within five (5) days after receipt of the response from the Program Director. The Human Resource Director, or her/his designee, shall meet with the Grievant and her/his representatives in an effort to settle the Grievance within five (5) days of receipt of the Grievance. Within five (5) days of this meeting, the Human Resource Director, or her/his designee, shall respond, in writing, with her/his disposition of the Grievance.
4. If the Grievance is not resolved at Step 3, the employee may submit the Grievance, in writing, to the Human Resource Committee of the Community Mental Health Board within five (5) working days of the Human Resource Director's response. A copy shall be submitted to the Human Resource Director. The Human Resource Committee, at its next regularly scheduled meeting, shall meet with the Grievant and her/his representatives in an effort to resolve the Grievance. Within five (5) days of this meeting the Human Resource Committee shall respond, in writing, with their disposition of the Grievance.
5. Arbitration:
 - a. If the Grievance is not satisfactorily resolved at Step 4 and the Union wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the response in Step 4, file a Demand for Arbitration with the Employer.
 - b. The Union and the Employer agree to maintain an arbitration panel consisting of four (4) mutually agreed upon arbitrators for the purpose of hearing all grievance arbitration cases brought

under this provision. For the initial term of the Agreement the four (4) arbitrators shall be agreed to prior to the signing of the Collective Bargaining Agreement and shall be included in separate letter of understanding.

Each arbitrator on the panel shall be assigned a grievance arbitration on an alternating basis, beginning with the first arbitrator on the list. If an arbitrator on the panel is not able to hear a Grievance arbitration case as prescribed in this Agreement, the next arbitrator on the list of arbitrators shall be assigned the case. If all such Arbitrators on the list are unable to hear the case, the case shall be assigned to an Arbitrator through the American Arbitration Association procedures and by the Union filing a demand for Arbitration with the American Arbitration Association. The arbitration panel shall remain in effect for a period of six (6) months. Either party may remove a name from the list with written notice to the other party at least ten (10) days prior to the expiration of such six (6) month period. An arbitrator who is removed from the arbitration panel shall be replaced by an arbitrator mutually selected by the Employer and the Union. If no notice is given, the list will continue in effect for the next six (6) months. The proceeding shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

- c. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The Arbitrator shall make a judgment based upon the express terms of this Agreement, and shall have no authority to add to, subtract from or modify any of the terms of this Agreement. With regard to any grievance involving a classification change, the Arbitrator is limited to making a judgment only on whether or not the Employer's decision to change the classification was arbitrary or capricious. The expenses for the Arbitrator shall be borne by the party losing the Grievance; provided, that if neither party is a clear winner or loser of the Grievance the expenses for the Arbitrator shall be shared equally between the Union and the Employer. For purposes of this Section, the Employer's action must be totally upheld for the Employer to be considered a clear winner of the Arbitration and the Union's request for settlement must be awarded in total in order for the Union to be considered a clear winner of the Arbitration.
- d. When more than one (1) Grievance involves a similar issue, they may be considered under one Arbitration proceeding.

1.10 SENIORITY

A. Definitions.

1. Seniority for regular full-time and part-time employees shall mean the status attained by length of employment within the Bargaining Unit.
2. Seniority for special part-time employees shall mean the number of hours worked within the Bargaining Unit, or as a casual employee in a classification covered by the Bargaining Unit (overtime hours shall be counted as straight time for Seniority purposes). Seniority for special part-time employees shall be converted to a daily, weekly, or yearly equivalent based upon forty (40) hours equaling one (1) week, eight (8) hours equaling one (1) day, and two thousand eighty (2,080) hours equaling one (1) year, except that for purposes of Section 2.3 (A) seniority for special part-time employees shall be converted to a daily, weekly, or yearly equivalent based upon four (4) hours or more equals one (1) day, twenty (20) hours or more equals one (1) week, and one thousand forty (1,040) hours or more equals one (1) year.

Seniority of special part-time employees will be updated at the end of each calendar quarter, and shall then remain in effect until the end of the next calendar quarter.

3. Seniority for all employees shall be on an Employer-wide basis.

- B. Seniority After Probation. Employees who have successfully completed the Probationary Period shall be entered on the Seniority List and shall rank for seniority from their most recent date of hire into the Bargaining Unit.
- C. Seniority Upon Return To Unit. Employees who leave any Community Mental Health Board-OPEIU Bargaining Unit and remain with the Employer shall, upon return to the Bargaining Unit, retain Seniority accrued while in any OPEIU Bargaining Unit of the Employer.
- D. Transfer Seniority. Employees who transfer into the Bargaining Unit from any other OPEIU Bargaining Unit with the Employer shall retain, for purposes of lay-off, vacation accrual, longevity and leaves of absence, any Seniority gained while in that previous Bargaining Unit.
- E. Returning to Unit. An employee returning to the Bargaining Unit from a non-Bargaining Unit position shall be returned only to a vacant or new position or a position filled after application of the promotion/transfer provision of the Agreement, except as otherwise provided in Section 2.3(1) of this Agreement. An employee who leaves the Bargaining Unit for a non-Bargaining Unit position shall, upon returning to the Bargaining Unit, retain Seniority accrued while in that Bargaining Unit.

1.11 SENIORITY LIST

- A. List. The Seniority List on the date of this Agreement shall show the Names and Job Titles of all employees in the unit entitled to Seniority.

- B. Update. The Employer shall keep the Seniority List up to date on a regular basis and shall provide the Union with one (1) up-to-date copy at least every three (3) months.
- C. Newly Hired/Terminated Employees. The Employer shall provide the Union with a list of newly-hired and terminated employees at least every thirty (30) days.

1.12 LOSS OF SENIORITY/EMPLOYMENT

Employees shall lose their job and seniority for any of the following reasons:

- A. Resignation.
- B. If discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. Retirement.
- D. Have been laid off for a period of time equal to the Seniority that they had at the time of their last day worked, or two (2) years, whichever is the lesser. However, an employee who has completed her/his Probationary Period shall not lose her/his Seniority if her/his layoff is for a period not exceeding twelve (12) months.
- E. Are absent from work, including but not limited to, the failure to return to work at the expiration of a leave of absence, vacation, disciplinary layoff, for three (3) consecutive days without notifying the Employer, unless the reason for failure to notify the Employer within three (3) day limit is due to circumstances beyond the control of the employee.
- F. Do not return to work when recalled from a layoff as set forth in the recall procedure.
- G. Have their State of Michigan License such as, but not limited to Psychology, Social Work, Nursing, etc., revoked due to malpractice or unethical behavior.
- H. In proper cases, the Employer may make exceptions to benefit the employee upon mutual agreement between the Union and the Human Resource Director.

1.13 SPECIAL CONFERENCES

- A. Arrangement. Special conferences for important matters shall be arranged between the Union and the Human Resource Director upon the request of either party. Such meetings shall be between no more than three (3) representatives of the Union and three (3) representatives of the Employer. A maximum of two (2) of the Union representatives employed by the Board may attend the Special Conference without loss in pay. Any additional representatives at such meetings may be permitted upon mutual agreement of both parties.

Arrangements for Special Conferences shall be made in advance and an agenda shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those on the agenda.

Purpose. Special Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement.

Preliminary Meetings. In the event that Union employees desire to have preliminary meetings for a Special Conference, such meetings shall be held outside the Employer's premises and outside of their normally scheduled work hours.

Pay. Special Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., and may be limited to one (1) conference per month, and two (2) hours in duration without loss of pay for a maximum of two (2) Union representatives employed by the Board. Additional conferences may be held subject to the mutual agreement of the parties.

.14 TREATMENT DECISIONS

Client Management Responsibility. All recipients of mental health services of the Board shall be viewed as clients of the Employer. Therefore, the Employer has overall responsibility for client management. Staff shall be informed, in writing, of all relevant policies regarding service delivery, including allocation of resources, priorities, review of client progress and staff performance expectations.

Client Services. Each therapist has the obligation, as a part of the informed consent to treatment procedure, to fully inform the client of the scope of available services of the Employer. In the event that the assigned staff person believes that the client is not appropriate for available services, the immediate Supervisor shall be so informed with the reasons for consideration of other treatment or community alternatives. In the event that a mutually satisfactory solution cannot be agreed upon, further review by the Program Director may be sought by the Therapist. If the matter cannot be resolved by the Program Director, the Therapist may submit the matter to the Clinical Director, who shall have the authority for making the final decision.

Treatment Review. In situations where a staff person feels he/she cannot effectively treat a particular client or class of clients, the staff person shall inform her/his immediate Supervisor and have the situation reviewed. In the event that a mutually satisfactory solution cannot be agreed upon, further review may be sought in the same manner as outlined above (Paragraph B).

Scope of Services. The Employer, through its Management Staff, reserves the right to define the scope of services with regard to the client population it serves. In the event of disagreement between Bargaining Unit staff and a Supervisory staff, e.g., Supervisors, Program Directors or Clinical Director, in matters of clinical judgment, effort shall be made to resolve differences but Management shall have final decision-making authority.

- E. Dangerous Clients. The parties recognize that employees have the right to protect themselves from potentially harmful and dangerous clients. Therefore, when a staff member believes treatment is contraindicated or believes that a client poses a safety threat to the staff member or other clients, this belief shall be communicated to the Supervisor. If the Supervisor and staff member cannot arrive at a mutually agreeable decision, and the staff member believes that an immediate decision is needed for safety purposes, the staff member may immediately present the issue to the Clinical Director. The staff member must notify her/his immediate Supervisor that the issue is to be reviewed by the Clinical Director. The Clinical Director shall review the issue immediately. If the Clinical Director believes a thorough review of the matter is warranted, the Clinical Director shall make an interim decision regarding the issue to be followed while a more thorough review is being conducted. In conducting such a review, the Clinical Director may draw upon any resources he/she feels are appropriate. Upon reviewing the issue, the Clinical Director shall make the final decision.

1.15 PROGRAMS

Except as specifically modified by other provisions of this Agreement, the term "Program" shall mean any one of the following Programs operated by the Employer:

- (1) Community Support Services.
- (2) Community Services for the Developmentally Disabled.
- (3) Comprehensive Substance Abuse Treatment Program.
- (4) Children's Services.
- (5) Rural Mental Health Services.

Each of the five (5) operations listed above is considered to be a separate program.

1.16 SEXUAL HARASSMENT COMMITTEE

- A. Policy. The Employer and the Union jointly support the Employer's current policy prohibiting Sexual Harassment in the work place, and agree to jointly work together to prevent any such activity. The Employer agrees to notify the Union, in writing, five (5) days in advance of making any changes to the policy prohibiting Sexual Harassment.
- B. Joint Committee. A Joint Committee shall be established to advise and assist any employee about Sexual Harassment in the work place. The Union shall appoint three (3) persons to this Committee. This Committee shall meet at least annually to make recommendations to the Employer regarding Sexual Harassment in the work place.
- C. Allegations. If a Union employee alleges Sexual Harassment by another Union employee(s) the Joint Committee shall review any available evidence regarding the allegations and make a recommendation to the Human Resource Director as to the appropriate action. This recommendation will be advisory only, and shall not be subject to the Grievance Procedure (Section 1.9).

- D. Sexual Orientation. It is agreed that separate and distinct from the purpose of the Joint Committee as stated in paragraph 1 of this Section (above), the Joint Committee may advise and assist any employee who alleges discrimination based on sexual orientation. The Joint Committee may review any available evidence surrounding such an allegation and make a recommendation to the Human Resource Director as to appropriate action. This recommendation shall be advisory only and shall not be subject to the Grievance Procedure (Section 1.9).
- E. Union Employees. If a Union employee alleges discrimination based on sexual orientation by another Union employee(s), the Joint Committee may review any available evidence regarding the allegations and make a recommendation to the Human Resource Director as to the appropriate action. This recommendation will be advisory only and shall not be subject to the Grievance Procedure (Section 1.9).

SECTION 2

EMPLOYMENT RELATIONSHIPS

2.1 DEFINITION OF EMPLOYMENT STATUS

- A. Definitions. Upon employment, each employee shall be assigned to one (1) of the following classes:
1. Regular Full Time Employee: A Regular Full-Time Employee is one whose schedule of work usually consists of forty (40) hours per week and whose term of employment is expected to be six (6) months or longer in duration.
 2. Regular Part Time Employee: A Regular Part-Time Employee is one whose schedule of work usually consists of less than forty (40) hours per week but at least twenty (20) hours per week and whose term of employment is expected to be six (6) months or longer in duration.
 3. Special Part-Time Employee: A Special Part-Time Employee is one who works one thousand nine hundred fifty (1,950) hours or more in a three (3) year time period. Should a Special Part-Time Employee work less than four hundred sixteen (416) hours in a calendar year, they shall lose their Special Part-Time status. If a Special Part-Time Employee is on an approved leave of absence, the time on the leave of absence shall be subtracted from the calendar year and the four hundred sixteen (416) hours prorated. Overtime hours shall be counted as straight time for the purposes of determining Special Part-Time Employee status. Hours worked, calculated on this basis, shall also be used for measuring other time frames in the Collective Bargaining Unit with respect to Special Part-Time Employees, except as otherwise expressly provided in this Agreement.

4. Casual Employee: A Casual Employee is an employee that has not worked sufficient hours to qualify as a Special Part-Time Employee. Casual employees shall be compensated in wages only and shall not be covered by the provisions of this Agreement.
5. Temporary Employee: A Temporary Employee is one whose term of employment shall not exceed six (6) months. However, an employee may be hired as a Temporary Employee for more than six (6) months if he/she is replacing a Union employee who is on an approved leave of absence exceeding six (6) months. A Temporary Employee is compensated by wages only and may work full-time or part-time.

If a temporary employee works in excess of six (6) months or if a special part-time employee is in one (1) temporary position in excess of six (6) months, unless such employee is replacing a regular employee who is on an approved leave of absence, the position shall be posted as a regular full-time or part-time position and filled in accordance with the procedure in Section 2.3.

The Employer may not fire a temporary employee and immediately rehire the same employee for the purpose of continuing the employee in a temporary status to avoid placing said employee in the Union. Special part-time employees may be placed into temporary positions and retain their status as a Special Part-Time Employee.

B. Probationary Period:

1. Each new regular employee hired into the Bargaining Unit shall be classified as a probationary employee for the first ninety (90) calendar days of such employment, provided the Employer shall have the right by written notice to the employee and to the Union representative prior to the end of the ninety (90) calendar days to extend the Probationary Period. The accumulated Probationary Period shall not be for more than one hundred eighty (180) calendar days.
2. Each employee transferred into the Bargaining Unit who has previously completed a Probationary Period as Union or non-Union regular employee (permanent employment at 20 hours or more per week) shall be classified as a probationary employee for ninety (90) calendar days.

The Employer shall retain the right to deny the Transfer any time after the thirtieth (30th) day of the Probationary Period if the employee is not performing in a satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to her/his former position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. The Employer's decision to deny the transfer and return the employee to her/his former position for unsatisfactory performance shall not be subject to the Grievance Procedure.

During the first Sixty (60) calendar days of the Probationary Period the employee shall have the option to revert back to her/his former position, upon written notice to the Employer, without loss of seniority.

During the Probationary Period, an employee will receive the rate of pay for the job he/she is performing.

3. Each employee transferred into the Bargaining Unit who has not already completed a formal Probationary Period shall be classified as a probationary employee for ninety (90) calendar days, provided, the Employer shall have the right, by written notice to the employee and the Union representative prior to the end of the ninety (90) calendar days, to extend the Probationary Period an additional ninety (90) calendar days. However, the accumulated Probationary Period shall not be for more than one hundred eighty (180) calendar days including time worked by the employee prior to being transferred into the Bargaining Unit, with the exception that any employee transferred into the Bargaining Unit will be on probation for a minimum of ninety (90) calendar days.
4. The notice extending the Probationary Period shall state the additional period of time the employee shall remain in the probationary status. Any extensions of the Probationary Period shall not be subject to the grievance procedure.
5. In the case of a probationary period for a special part-time employee, the employee must satisfactorily work one thousand nine hundred fifty (1,950) hours in a period of time of three (3) years or less.
6. A Regular employee who has already completed a probationary period and who transfers to a Special Part-Time position shall be considered to have already completed the probationary period.
7. Employees disciplined, terminated or laid off during an initial Probationary Period shall not have recourse to the Grievance Procedure. Employees that have not completed an initial Probationary Period can be terminated from employment with or without cause during the Probationary Period and such actions shall not be subject to the Collective Bargaining Grievance and Arbitration Procedure.
- C. Notwithstanding the above provisions or any other provision of this Agreement to the contrary, no benefit shall be afforded to any employee when the Employer's contractual arrangement with a third party for said benefit does not cover said employee. However, the Employer agrees that when changing insurance carriers, that the basic provisions and levels of benefits as constituted will not be lowered.
- D. Notwithstanding the above provisions or any other provision of this Agreement to the contrary, no existing contractual arrangement shall be affected by this Agreement.

.2 SUBCONTRACTING CLAUSE

Subcontracting. The Employer shall have the right to Subcontract work if and when, in its sole and absolute judgment, it does not have the available or sufficient manpower, proper equipment, capacity or ability to perform such

work within the required amount of time, during emergencies, or when such work cannot be performed by Bargaining Unit employees on an efficient and economical basis.

- B. Meeting. If the Employer plans to Subcontract work normally performed by Bargaining Unit employees, the Employer shall meet with the Union to discuss the planned Subcontracting and explore alternative solutions. The Employer to implement Subcontracting, must give the reasons for subcontracting to the Union. The reasons for Subcontracting must be as noted in Paragraph A of this Section.
- C. Eliminated Positions. If existing positions are eliminated due to Subcontracting work, the Employer agrees to the following:
1. The Employer will make a good faith effort to secure employment with the contractor for employees who lose positions with the Employer due to a Subcontract Agreement.
 2. If unable to secure such employment, the Employer will place affected employee(s) in another Community Mental Health Board position(s) if the employee(s) meets the minimum qualifications for such position(s) and a vacancy exists in the position(s).

2.3 VACANCIES AND NEWLY CREATED POSITIONS

- A. Filling Job Vacancies. This Section only applies to Bargaining Unit positions. It is the intention of the Employer to fill Bargaining Unit job vacancies from within this Bargaining Unit and the Residential Bargaining Unit whenever possible; however, providing the highest quality client care is of utmost importance. Therefore, the parties to this Agreement recognize the necessity to hire, promote, and/or transfer the most qualified applicant into a vacant position with the intention of providing the highest quality client care. Disputes as to the selected applicant shall be subject to the Grievance Procedure, except: 1) in instances when the Employer's recruitment policies and practices pursuant to the Positive Action Plan result in hiring a qualified applicant from outside the Bargaining Unit over more qualified or equally qualified internal seniority applicants; and 2) a special part-time employee may not grieve in cases when the selected applicant is a regular full-time or part-time employee from within this Bargaining Unit who has more seniority than the Special Part-time employee, or if the Special Part-time Employee has not yet completed her/his probationary period. A job applicant not in one of the Bargaining Units may be selected for a vacant position, except when one or more Bargaining Unit employees apply for such vacancy and have qualifications which are relatively equal to or greater than the qualifications of the applicant not in one of the Bargaining Units. If one or more applicants from within the Bargaining Unit or from the Residential Bargaining Unit have qualifications relatively equal to or greater than non-Bargaining Unit job applicants, the position shall be filled from within by selecting the most qualified Bargaining Unit applicant. In such instances where the vacant position is going to be filled from within one of the Bargaining Units and the qualifications of the Bargaining Unit job applicants are relatively equal, the position will be awarded to the most senior employee.

B. Employees Excluded.

1. The Employer may exclude from consideration, for a vacant position, any Bargaining Unit employee who has been formally disciplined in the twelve (12) months prior to the initial date of the Job Posting. Formal Discipline is defined as a Verbal Warning or more serious Disciplinary Action, documented in writing, that is placed in an employee's official personnel file.
2. The Employer shall have the right to exclude from consideration for a vacant position an employee who has been employed in a Bargaining Unit position for less than twelve (12) months when selection of such employee would result in a Lateral Transfer.
3. Whenever a Bargaining Unit employee is selected for a vacant position which results in a Lateral Transfer, such employee may be excluded from consideration for future vacancies which result in a Lateral Transfer for a minimum of twelve (12) months from the date of the initial Lateral Transfer.

C. Qualifications. Qualified as used herein shall be defined as possessing the necessary prerequisite skills and abilities as contained in the Job Posting to satisfactorily perform the required work after a reasonable training period. The factors to be used to determine the most qualified job applicant include the following: Experience, education, work record, work skills, interviews, and demonstrated good judgment when appropriate.

D. Job Postings. All vacancies for positions covered under this Agreement shall be posted in conspicuous places convenient to employees for a period of fourteen (14) calendar days. The Employer retains the right to extend Job Postings and repost vacant positions for up to thirty (30) days past the original ending period of such postings. The Employer and the Union may mutually agree to further extend Job Postings or repost vacant positions; however, the Employer may repost without consulting the Union those positions where no Union member met the posted job requirements. In the event the Union believes one of its members met the posted requirements, the Union may grieve the Employer's right to repost. Notice of vacancies sent to agencies and locations which are not part of the Board's operations will not precede the internal posting.

E. Unit Applicant Interviews. The Employer is only obligated to consider Bargaining Unit applicants for Job Vacancies who apply, in writing, during the fourteen (14) day posting period or any extension thereof. The Employer agrees to grant an initial interview by the Human Resource Office to Bargaining Unit employees who apply for the job vacancy, in writing, and meet the posted qualifications for the position. However, the Employer is not obligated to grant such initial interviews when the applicant is applying for a similar job for which he/she was previously interviewed during the six (6) month period preceding the date of the Job Posting and in such cases failure to receive such initial interview will not be deemed to prejudice the applicant's rights in any way.

F. Reasons Not Selected. Any Bargaining Unit applicant not selected for a vacant position shall have the right to request information, from the Employer, as to the reasons that she/he was not selected. Upon such request, the Employer shall provide the Bargaining Unit employee with the general reasons why the Bargaining Unit employee was not selected for the position.

G. Trial Period.

1. If a Bargaining Unit employee is selected for a vacant position, even if such selection results in a lateral transfer, the Employer shall evaluate the employee during a trial period of ninety (90) calendar days, and shall retain the right to any time after the thirtieth (30th) day of the trial period deny the promotion or lateral transfer if the employee is not performing in a satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to her/his former position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. The Employer's decision to deny the promotion, and return the employee to her/his former position for unsatisfactory performance shall not be subject to the Grievance Procedure.

2. During the first sixty (60) calendar day of the trial period, the employee shall have the option to revert back to her/his former position, upon written notice to the Employer, without loss of seniority. During the trial period, an employee will receive the rate of pay for the job he/she is performing.

H. Ph.D. Positions. Paragraph A, D and F of this section shall not apply to vacancies in the following classifications:

Psychologist, Ph.D., TLLP, LLP
Psychologist, Ph.D., Full (certifications required)

Vacancies for these positions shall be posted in conspicuous places convenient to employees a minimum of fourteen (14) calendar days.

I. Return to the Union. If a vacant position exists which the Employer intends to fill and if no Union employees have recall or bumping rights to the position and if a non-Union employee who has previously held a position within the Bargaining Unit and who is currently assigned to the program in which the vacancy exists, that non-Union employee may be placed into the vacant position instead of posting the position providing the non-Union employee is qualified for the position [as determined under the provisions of Section 2.8, E (9)] and provided prior to placing the non-Union employee in the position, the position shall be offered to any employees in that classification within that subunit.

J. Relevant Degrees. If an employee applies for a position and the posting permits consideration of other relevant degrees and the employee does not have a degree specifically listed in the posting, and the posting permits consideration of other relevant degrees, and the employee has a degree which may be related and the employee otherwise meets the posted requirements, the

process in Section 5.6 B (3) shall be used to determine whether the degree is applicable, except the criteria to be used in review of the degree shall be:

- a) The core course content;
- b) If a practicum or internship was completed;
- c) Elective course work relevant to the job duties of the position for which the employee is applying;
- d) Certification or licensure;
- e) Whether the degree is relevant to the job duties of the position for which the employee is applying.

2.4 RATES OF NEW JOBS

When a new job is created by the Employer and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that its placement in the rate structure is proper, it shall be subject to negotiation. The Union shall notify the Employer within five (5) days of receipt of such notification if it disagrees with the classification. If the Employer and the Union are unable to agree upon the classification and rate structure, the matter shall be submitted to arbitration in accordance with the Arbitration Procedure outlined in Section 1.9 (D).

2.5 TEMPORARY ASSIGNMENTS

When an employee is temporarily assigned to a higher classification for a period of at least five (5) consecutive working days, or more than seven (7) working days in any fourteen (14) consecutive day period, but less than thirty-one (31) consecutive calendar days, he/she shall be paid at seven percent (7%) above her/his regular rate of pay. In addition, when an employee is assigned to a higher classification for all work days in any calendar week in which there is one (1) or more observed holidays, the employee shall be paid at seven percent (7%) above her/his regular rate of pay for all days actually worked in a higher classification. Selection of an employee to perform a Temporary Assignment shall be made on the basis of qualifications and availability. However, when two (2) or more employees are equally qualified and available, this selection will be made on the basis of seniority.

Temporary Assignments to a higher classification for a period of time greater than thirty (30) calendar days shall be paid at seven percent (7%) above the regular rate of pay, or shall be paid at that step in the higher classification which results in a pay increase, whichever is greater.

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.

2.6 DISCHARGE AND DISCIPLINE

- A. Imposing Discipline. It is hereby agreed that the Employer has the right to Discipline and Discharge for just cause. The Employer agrees to advise the Union of any such Discipline or Discharge and the reasons therefore when the discipline is imposed. Prior to imposing any discipline the Employer shall

advise the employee that he/she has the right to have a Union representative present and, if the employee exercises this right, the discipline shall not take place until Union Steward, alternative Steward, or other representative is present. However, the Employer will not provide the Union with the specific information concerning the Disciplinary Action, or reason therefore, if the affected employee requests that such information not be given to the Union. Discipline is intended to be of a corrective nature and the parties to this Agreement recognize the principles of reasonable progressive discipline. However, nothing in this Section shall prevent the Employer from taking immediate and appropriate Disciplinary Action, up to and including Discharge, should it be required by the circumstances.

- B. Discharge Grievances. Should a discharged employee consider such discharge to be improper, he/she shall pursue the matter through the Grievance Procedure, Section 1.9 (D), at Step 3.
- C. Prior Infractions. In imposing any Discipline, the Employer will not take into account any prior infractions which occurred more than two (2) years prior to the current situation, except matters involving client abuse, unauthorized release of confidential information of clients or falsification of a client's record.
- D. Falsification of Data. Falsification of data on an employment application or resume shall not be subject to Discipline after a period of two (2) years from the date of employment, except in matters involving work experience, educational credentials and reasons for termination from former employment.
- E. Probationary Employees. The Employer has the authority to Discipline or Discharge probationary employees at the Employer's discretion. The Union agrees that the Discharge or Discipline of a probationary employee is not subject to the Grievance Procedure.
- F. Time off. At the Employer's option, Disciplinary suspension time off for absenteeism or tardiness may be deducted from the employee's accumulated personal paid days off or vacation leave in lieu of requiring the employee to miss the scheduled working days as an unpaid Disciplinary suspension. The Employer may deduct a maximum of three (3) days on any one occasion. The Employer may only deduct personal paid days off or vacation leave that has been earned by the employee at the time such Discipline is invoked.
- G. Suspension for Investigation. The Employer may suspend an employee with or without pay for investigation. Such a suspension, if without pay, shall be superseded by disciplinary action, including suspension or dismissal, or by reinstatement with back pay within seven (7) calendar days, except that in instances where the Employer is waiting for additional information, the Employer may, by authorization of the Human Resources Director or his/his designee, authorize a suspension up to sixty (60) calendar days.

The Employer shall continue the employee's insurances while suspended for investigation.

Notice of suspension shall be concurrently served upon the suspended employee and the Union.

2.7 STEWARDS AND ALTERNATE STEWARDS

- A. Number of Stewards. The Union shall name up to ten (10) Stewards for a Bargaining Unit of up to 250 employees. Additional Stewards may be named at a ratio of one Steward for each additional 25 employees when the Bargaining Unit exceeds 250 employees. The Union agrees to reasonably disperse Stewards across programs to the extent possible.
- B. Steward List. The Union shall furnish the Human Resource Director with a list of all Stewards and Alternates, and shall also submit changes to the list as they occur.
- C. Release Time. Stewards will be given one (1) hour to investigate and present grievances to the Employer, during their working hours, without loss of pay. The Steward will notify her/his immediate Supervisor that he/she is to investigate a complaint or handle a grievance and the nature of the complaint or grievance. No complaint or grievance will be investigated when such will disrupt the proper functioning of the programs of the Employer.

2.8 LAYOFF AND RECALL

- A. Layoff Definition. The word "Layoff" means reduction in the working force.
- B. Definitions.

1. For the purpose of Layoff, the term "program" shall mean the programs identified in Section 1.15 of this Agreement, except that CSS, Childrens and Rural shall be considered to be one program. For the purpose of this Section, the term "classification" shall mean a specific position title as set forth in the salary schedule. The term "salary grade" shall mean the salary levels listed within the salary schedule, except for the purposes of this section P-6, P-7, and P-10 shall be considered one salary grade. . Employees in Senior positions (as defined in Section 2.19) shall be considered to be in their original classification and salary grade in the event they are seeking to bump under subsection E below. The term "category" shall mean a group of classifications. There are four (4) categories; professional, paraprofessional, clerical, skilled trades. For purposes of this section a "program subunit" shall mean a specific recognized component within one of the recognized programs. The term "position" shall mean the specific job being performed by an employee in a specific classification and in a specific program subunit.
2. For purposes of this section, a DDC, a Client Service Specialist/DD, and a DD Specialist shall be considered one classification; a Client Services Specialist/MI and an MHT shall be considered one classification; a Prevention Specialist and Prevention Therapist shall be considered one classification; a Rehabilitation Specialist and Rehabilitation Counselor shall be considered one classification; and a Vocational Specialist and Vocational Counselor shall be considered one classification, except the Employer shall consider the DDC, MHT, Prevention Therapist, Rehabilitation Counselor and Vocational Counselor separate classifications if all of the following apply:

- a) The lowest senior employee in the subunit and classification is performing masters level work and being paid at the P 7 rate.
 - b) The lowest senior employee in the subunit and classification was hired after May 14, 1992.
- C. Layoff Procedure. If layoff is determined by the Employer to be necessary, the person in the position to be eliminated shall be subject to layoff or bumping. If more than one (1) employee is within the same classification and in the same program subunit in which a position is being eliminated, any temporary or probationary employees shall be laid off first, and then, seniority employees within that classification and that subunit, on a reverse seniority basis, provided the remaining employees are capable of performing the work. However, if a vacancy exists in the employee's salary grade which the Employer intends to fill for which the employee is qualified, the employee shall be transferred to the vacant position in lieu of layoff. Such an employee shall be given at least seven (7) calendar days notice of such layoff. However, the employee shall not be transferred under this provision to a position with a different status (i.e. full-time, part-time), or in the case of non-clerical employees, a different program, as defined in Section 2.8.B. Should more than one vacant position exist in the employee's salary grade, for which the employee is qualified (as determined under the provisions of subsection E (9) below, the position the employee will be moved to, will be determined by the Employer, but the employee shall receive not less than two (2) such vacancy options in such cases. Such employee will retain secondary recall rights to her/his original positions.
- D. Notice. Employees to be laid off will have at least seven (7) calendar days notice of such layoff. The local Union representative shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.
- E. Bumping. Upon receiving a notice of layoff from her/his position, a regular full time, regular part time or special part time employee may bump lower seniority employees within the bargaining unit under the following conditions:
- 1. A bumping employee in a professional or non-clerical paraprofessional position may only bump employees within their own program.
 - 2. A bumping clerical employee may bump Board wide.
 - 3. The bumping employee cannot move into a position of a higher salary grade.
 - 4. A bumping special part-time employee may not bump a full time or regular part-time employee.
 - 5. A bumping professional employee may not bump a paraprofessional employee.
 - 6. A bumping employee may bump the least senior employee within his/her salary grade, except that a bumping full-time employee may bump the

least senior full-time employee in order to maintain her/his full-time hours.

7. If there is no position available in the employee's salary grade the employee may bump into the least senior position in a lower salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain her/his full-time hours. Such an employee will retain secondary recall rights to her/his original salary grade.
8. Should more than one position occupied by a probationary employee be available, the Employer will determine the position into which the employee bumps.
9. The bumping employee must possess the necessary skills, experience, license and certification which will qualify the employee to perform the work and must be able to perform work adequately with minimal instructions. Qualifications will be determined by the most recent job posting for the position. Whenever a job posting for a position does not exist, or is more than two (2) years old, the qualifications listed on the job description shall apply. If any new qualifications for that position are required by J.C.A.H., State of Michigan Licensing or by Medicaid Standards which are not listed on the job posting or the job description, they shall be met before bumping can occur.
10. If the bumping employee is not qualified to bump the least senior employee, he/she may bump the least senior employee whose position he/she is qualified to perform.

An employee wishing to exercise her/his bumping rights must inform the Employer of her/his decision to bump, in writing, within three (3) calendar days from the date of receipt of layoff notification and bumping options. An employee who exercises her/his bumping rights shall then receive the rate of pay of the classification into which he/she has bumped, except where they may otherwise be eligible for a red circle rate of pay in accordance with the Employer's duly adopted red circle policy. An employee electing to accept the layoff rather than bump shall thereafter waive any bumping rights until after such time the employee has been subsequently, permanently recalled to her/his former classification. A bumped employee shall have the bumping rights as a laid off employee, seniority and other factors permitting, and must be given seven (7) calendar days notification of her/his layoff due to being bumped.

Recall Procedure. When the working force is increased after a layoff, or when vacant positions exist which the Employer intends to fill, employees will be recalled according to their former salary grade in the reverse order in which they were laid off from their respective programs, provided they have the ability to perform the work. Laid off employees may also be recalled to new or vacant positions of the same category, board wide, provided they have the ability to perform the work. Ability to perform the work shall be determined under the criteria in subsection E (9) above. Such an employee shall have secondary recall rights to their original salary grade and program. Any

secondary recall rights under this subsection, or subsection E (7) above, shall be lost after a period of time equal to the time the employee had in their former salary grade and/or program at the time of their last day worked in that position, or two (2) years whichever is the lesser. A special part-time employee shall not be recalled to a regular part-time position. A regular part-time or full-time employee shall not be recalled to a special part-time position except by mutual agreement.

Notice of recall shall be sent to the employees at their last known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from the mailing of notice of recall, he/she shall be considered to have resigned from her/his employment. It shall be the employee's responsibility to keep the Human Resources Department informed of her/his current address and telephone number.

- G. Benefits. Employees on layoff shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period of more than thirty (30) days. Employees may continue their health insurance by payment to the Employer as provided by federal law.
- H. Vacation Use. In the event of layoff, an employee may use accumulated vacation pay prior to receipt of unemployment compensation, or may choose to have accumulated vacation pay off in a lump sum.
- I. Voluntary Layoffs.
When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above.
- J. Unpaid Furloughs
As an alternative to layoffs in a particular subunit, the Employer and the Union may agree to unpaid furlough time for all employees in that subunit. Prior to deciding whether or not to give such approval the Union will hold a vote among the members in the subunit.
- K. Layoff Method. The determination of the method of layoff (such as by way of example and not limitation, by an entire program, by a portion of a single program or by a reduction in some or all programs, either prorated or otherwise) shall be in the sole discretion of the Employer and shall not be subject to the Grievance Procedure.
- L. Stewards/Executive Board Members. The Union Stewards, as designated in Section 2.7 (A), the Union Service Representative, as designated in Section 4.1 (D) 4 and up to two (2) Bargaining Unit employees who serve on the local

459 Executive Board shall, in the event of a Layoff, not receive Notice of Layoff as long as there is a job in their classification at their work site. A Union Steward, representative, or executive board member may agree to waive this right. This procedure shall not modify, replace or affect in any way, the employee's rights to the option described in Section 2.8, C and D. This provision applies only to Stewards, Service Representatives and Executive Board members who are serving as such when the layoff occurs and only if the Employer has been informed, in writing, as to the names of the Union officials prior to the layoff notice.

- M. Grievances. Should an employee allege he/she was improperly laid off, he/she shall pursue the matter through the Grievance Procedure, Section 1.9(D), at step 3.

2.9 TRANSFERS

- A. Transfer Procedure. Transfers will be granted on the basis of seniority and ability within program and classification. However, an employee shall have the right to choose not to accept a transfer if there is an employee with less seniority in the same program and classification category (professional, paraprofessional or secretarial/clerical), provided the remaining employees are qualified to do the required work and willing to work the required hours.
- B. Vacant/New Positions. Section 2.9 does not apply to vacant or newly created positions that are posted by the Employer.
- C. Transfer of Operations. When operations or organizational components are transferred from one location to another location more than five (5) miles away, for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority within classification category so long as continuous and effective delivery of service shall not be affected and the employee is willing to work the required hours. In the event an affected employee refuses to transfer with the operation or organizational component, and there are no other current vacancies to which he/she might transfer, he/she shall be deemed to have resigned.

2.10 VETERANS

- A. Re-Employment Rights. The re-employment rights of veterans shall be in accordance with all applicable laws and regulations.
- B. Reserve/National Guard. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

2.11 EVALUATION, FILES AND RECORDS

- A. Responsibility. The Evaluation of the performance of each employee is the responsibility of the Administration. All monitoring or observations during evaluations shall be conducted openly and with full knowledge of the employee.

- B. Procedure. The Performance of all employees shall be evaluated in writing as follows:
1. Employees shall be evaluated in writing at least once (1) each year. A personal meeting will be held with each employee within ten (10) working days thereafter to review his Job Performance.
 2. If an employee's performance is found to be lacking, the following procedure shall be followed:
 - a. Criticisms shall be in writing.
 - b. Written suggestions shall be given to help alleviate any deficiency.
- C. Copies/Objections. A copy of the Written Evaluation shall be submitted to the employee. In the event the employee feels that her/his evaluation was incomplete or unjust, he/she may submit her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file.
- D. Personnel File. Each employee shall have the right upon request to review her/his personnel file. A representative of the Union, may at the employee's request, accompany the employee in this review.
- E. Evaluation Content. The contents of an evaluation shall not be subject to the Grievance Procedure. However, if an employee's evaluation is later used to justify a Disciplinary Action by the Employer, any written comments made by the employee concerning the evaluation shall accompany the evaluation form as appropriate subjects for inclusion in the Disciplinary Proceedings.
- F. Removal of Information. Any information in an employee's personnel file which proves to be non-factual shall be removed from the file, provided that any information pertaining to Disciplinary Action or Performance Evaluation may not be removed.

2.12 CERTIFICATION/REGISTRATION/LICENSURE OF PROFESSIONAL STAFF

- A. Requirements. The Employer shall have the authority to require employees to obtain Certification/Registration/Licensure they are eligible for in order for the Employer to be eligible for third party reimbursement for the services provided by the employee. The Employer shall reimburse the employee for the initial and/or renewal cost of the Certification/Registration/Licensure upon delivery to the Human Resource Department of a photostatic copy of the Certification/Registration/Licensure.
- B. Reimbursement. Reimbursement is not intended to cover the initial costs of Certification/Registration/Licensure in situations where an employee is hired into, or voluntarily transfers into a position which already has a particular licensing requirement(s). It is solely intended for situations when a licensing requirement for a position increases while the employee is in that position and for renewal of licensing.

13 JOB TITLES

All employees when signing official documents (i.e., certifications, memos, psychological evaluations, diagnostic work-ups, etc.) related to their employment with the Community Mental Health Board, must use those Job Titles provided for in the Union Contract under the Classification Section, except where said employee is licensed by the State of Michigan as one of the following:

- A. By Board of Marriage Counselors as a Marriage Counselor.
- B. By Board of Nursing as an (1) LPN-Licensed Practical Nurse, or (2) RN-Registered Nurse.
- C. By Commission for Licensure of Psychologist as a (1) Psychologist (Full Licensure), (2) Psychologist (Limited Licensure), (3) under the Michigan Public Health Code Act No. 368 of the Public Acts of 1978, persons having titles such as Psychological Examiner, Psychologist and Consulting Psychologist will be grandfathered in under the new act. The Employer shall recognize these job titles if the employee is recognized under this Grandfathering Section of the Act by the State of Michigan.
- D. By the Michigan Board of Examiners of Social Workers as a (1) Social Work Technician, (2) Registered Social Worker, or (3) Certified Social Worker.

In addition to using the Job Titles outlined above, or those provided for in the Classification Section, an employee may use the initials of her/his academic degree and/or her/his professional certification after her/his name.

It is understood that any employee wishing to use one of the Job Titles listed above must present proof of such Licensure, Certification, and/or Registration to the Human Resource Department and to her/his Supervisor prior to using such title.

14 PERFORMANCE EXPECTATIONS

- A. Committee. The Employer shall have the right, in its sole and absolute discretion, to set Performance Expectations and Productivity Standards for staff. However, the parties agree to create a Management/Union Committee to periodically review standards for performance expectations and make recommendations to the Employer for making changes to these standards.
- B. Expectation Changes. The Employer agrees not to change Performance Expectations existing at the time of execution of this Agreement until the Employer's recommended changes are presented to the Management/Union Committee referenced in Paragraph A above. The Employer further agrees that standards for Performance Expectations will not be increased solely due to economic and political pressures. A major criteria used to decide whether or not to increase Performance Expectations will be whether or not expectations have been set up high enough based upon staff hours available and what can reasonably be expected of staff.
- C. Grievances. If an employee is disciplined for failure to meet Performance Expectations, the employee shall have the right to submit a grievance as to all

reasons concerning such discipline, including the reasonableness of such Performance Expectation.

2.15 RELEASE TIME FOR UNION BUSINESS

- A. Release Time. Release Time is provided for Union representatives in accordance with Sections 1.13 (Special Conferences) and 2.7 (Stewards and Alternate Stewards). In addition, the Employer may provide paid Release Time for a union representative employed by the Employer for purposes of negotiating contract renewals or wage reopeners. With the exception of Release Time provided in this Agreement or approved in advance by the Employer for labor negotiations, work time paid for by the Employer should be spent by all employees performing their normal functions as employees of the Community Mental Health Board.
- B. Notification. When Release Time is provided for Union Officers or other employees in accordance with the provisions of this Agreement, or in order to conduct labor negotiations, each employee must notify her/his immediate Supervisor regarding the date and time for which paid Release Time is requested and receive the approval of the supervisor prior to using such Release Time. The Employer agrees not to unilaterally withhold approval for legitimate Release Time requested in accordance with the terms of this Agreement or for purposes of labor negotiations.
- C. Schedule Adjustments. Effective after the completion of negotiations for the 1993/1994 Economic Reopener provided for under this Agreement, Union members on the negotiating team who work afternoon or evening shifts shall have their schedule adjusted, if necessary, to assure that time spent in negotiations and at work will not exceed twelve (12) hours in any twenty-four (24) hour period.

2.16 JOB DESCRIPTION

Each Bargaining Unit employee shall have an up-to-date copy of the current Job Description for her/his position and a copy shall be on file with the Union.

2.17 CASE MANAGEMENT ON-CALL SYSTEM (CSDD/CSS)

In the event the Employer decides to implement an "On-Call" system for Case Management Services (MI and/or DD clients) the "On-Call" system shall be as follows:

- 1. The Employer may choose to initiate an On-Call system during the term of the Agreement at any time for the MI and/or DD Case Management Services. Upon implementation of an On-Call System, the system will be temporary, lasting two complete rotations (one rotation = one week) for all eligible employees or a total of 6 months, whichever occurs first. Upon expiration of the Temporary On-Call System, the Union will review the system and if the Union decided to continue the system, then it will immediately be subject to formal renegotiations.

2. The On-Call System shall apply to all case managers and therapists in the new Case Management Unit who are presently employed directly by the Community Support Services Program. This provision will also apply to new employees hired into this Unit as Mental Health Therapists (case managers). If an On-Call System is developed for the Community Services for the Developmentally Disabled, it shall include all Developmental Disabilities Clinicians who function as case managers. This provision does not apply to any other program or program components.
3. Staffing shall be on an "On-Call" basis for one week (7 days) from 5 p.m. to 8 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and holiday. The "On-Call" schedule will begin at 5 p.m. on Friday and end at 8 a.m. on the following Friday.
4. During the week that an employee is assigned On-Call duty, such employee shall be compensated at the rate of \$207 per week in addition to her/his regular pay for On-Call duty. The employee shall be paid mileage per mile for each mile actually travelled as part of such on-call duty at the rate set forth in Section 3.3.
5. An On-Call Roster will be developed in order for each employee to select her/his "On-Call" week. Initial selection will be on the basis of seniority.
6. When an On-Call Therapist responds to a call, he/she will receive Compensatory Time for all time worked On-Call, including travel and phone time. Such Compensatory Time shall be taken at the discretion of the employee, provided the employee's Supervisor approves such Compensatory Time and provided that such time is taken within 150 days of when it is earned.
7. An employee On-Call may be required to respond to a request for assistance at a group home where Community Mental Health clients reside or the Emergency Services Unit of the Board. The On-Call case manager will be called by Emergency Services in cases of potential hospitalization, suicide, or homicide.

When receiving such a call, the On-Call Therapist will then make a clinical decision as to the appropriate disposition of the case and resolve it over the phone, if possible. Whenever a disagreement arises as to whether or not the case manager should respond in person to the request for assistance, the case management Supervisor will be contacted to resolve the issue.
8. The On-Call Therapist will respond only to calls regarding open cases of the Clinton-Eaton-Ingham Community Mental Health Board which are designated as MI aftercare clients and non-registered cases where hospitalization has occurred during the past year. For DD clients, the On-Call case manager will respond only to calls regarding open DD cases and non-registered cases when the client has received services from CSDD or a state-operated facility within the past year.
9. The On-Call Therapist will not be used to fill Emergency Services or home operator staffing needs.

10. When a home operator or Emergency Services receives a call or client that may require involvement of the Case Management Unit, the assigned primary case MHT shall be contacted if possible. If the primary MHT cannot be reached or is unable to respond to the call, the home operator or Emergency Services staff member will contact the On-Call case manager.
11. Prior to implementation of the On-Call System, there will be a joint meeting between the Emergency Services staff and the On-Call Therapist to adopt appropriate procedures for hospitalization, suicide, homicide. Final decisions regarding the development and implementation of such procedures shall be made by the Case Management and Emergency Services Supervisors.
12. If an On-Call System is implemented for MR and MI clients, a separate On-Call Roster will be developed for each system.

2.18 ASSERTIVE COMMUNITY TREATMENT ON-CALL SYSTEM (ACT-CSS)

An Assertive Community Treatment On-Call System (ACT-CSS) shall be implemented as follows:

1. The Employer may choose to initiate an On-Call system at any time for the MI Assertive Community Treatment Unit. The On-Call System shall apply to all case managers and therapists in the new Assertive Community Treatment Unit.
2. Staffing shall be on an On-Call basis for a maximum of one week (seven days) and shall not exceed hours approximately 10 p.m. to 8 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and Holiday. The actual hours assigned may be less if ACT staff are assigned to work regular (non-On-Call) hours on weekends and holidays. The On-Call schedule will begin at approximately 10 p.m. on Friday and end at 8 a.m. on the following Friday.
3. On-Call Compensation.
 - a) An employee assigned On-Call duty shall be compensated at the rate of \$31.00 per day, Monday through Thursday and \$123.00 for weekend On-Call, Friday through Sunday. That employee shall be paid mileage for each mile actually traveled as part of such On-Call duties at the rate set forth in Section 3.3. An employee will be paid an additional \$31.00 if their On-Call contains at least one holiday. Time worked during a holiday while on call shall be paid at time and one-half (1 1/2). An employee may choose, with the approval of the supervisor, to accept compensatory time instead of pay time worked on a holiday at the rate of 1 1/2 hour compensatory time for each hour worked.
 - b) The Employer may alter the weekend on-call system from: One person per weekend at \$123.00 compensation; to: One to three people per weekend with compensation as follows: \$31.00 for Friday on-call, \$46.00 for Saturday on-call, and \$46.00 for Sunday on-call. The decision to switch the weekend on-call from 1 person to 3 people will be in the Employer's sole and absolute discretion.

4. An On-Call Roster will be developed in order for each employee to select her/his On-Call week. Initial selection for the Roster will be on the basis of a random draw. Participation in the On-Call System will be limited to employees within the ACT program selected by Management. Selection by Management shall be limited to selection by job grouping. For example, Mental Health Therapists employed as Nurses may be excluded from the On-Call System or BA level Mental Health Therapists may be excluded at the Employer's discretion. An adequate number of employees will be On-Call.
5. When an On-Call Therapist responds to a call, he/she will receive compensatory time for all time worked On-Call including travel and phone time. Compensatory Time shall be taken at the discretion of the employee provided the employee's Supervisor approves such time and such time is taken within three (3) months from when it is earned.
6. An ACT employee On-Call, will be required to respond to a request for assistance only with clients assigned to the ACT program. The On-Call Therapist may be called by Emergency Services in cases of potential hospitalization, suicide or homicide or other cases deemed necessary by Emergency Services staff. When receiving such a call, the On-Call Staff will then make the decision as to the appropriate disposition of the case and attempt to resolve it over the phone, if possible. The On-Call staff shall respond in person to the request for assistance if deemed necessary. Whenever disagreement arises as to whether or not an On-Call Staff should respond in person, the Emergency Services Supervisor or the ACT Supervisor will be contacted to resolve the issue.
7. Prior to implementation of the On-Call System, there will be a joint meeting between the ACT services staff and Emergency Services staff to adopt appropriate procedures for handling the aforementioned conditions, and procedures shall be made by the ACT Supervisor and the Emergency Services Supervisor.

2.19 RESIDENTIAL ON-CALL SYSTEM

A Residential "On-Call" system (for DD clients) shall be implemented as follows:

1. On-Call System shall apply to regular Resident Managers, Residential Service Workers, Senior Developmental Disabilities Clinicians and Developmental Disabilities Clinicians, Senior Developmental Disability Specialists and Developmental Disability Specialists, who work within the CSDD Residential Component; who voluntarily request to be placed on the On-Call Roster; who have completed their Probationary Period; and who are the most senior by Job Classification. The number of Union persons selected for On-Call and the number for each Job Classification shall be in the sole and absolute discretion of the Employer. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from On-Call Schedule is not grievable.
2. Each staff shall be "On-Call" for one week (7 days) from 5:00 p.m. to 8:00 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and Holiday. Each employee's "On-Call" Schedule will begin at 5:00 p.m. on Wednesday and end at 8:00 a.m. on the following Wednesday.

3. During the week that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of one hundred seven dollars (\$107.00) per week for the On-Call duty in addition to her/his regular pay, except those weeks which have at least one holiday shall be compensated at the rate of one hundred and thirty-two dollars (\$132.00). Holidays for purposes of On-Call shall be defined the same as in Section 4.4 Holidays for Resident Managers in the Residential Collective Bargaining Agreement. The employee shall also be compensated mileage actually traveled as part of such On-Call duty at the rate set forth in Section 3.3.
4. When staff covered by this Agreement responds to a call, he/she will receive time and one half (1-1/2) for all time actually worked, including travel and phone time. Any time spent which is less than five (5) minutes in length shall be counted as five (5) minutes, for purposes of compensation, so long as the work pertains to unrelated incidents. In the event several time units of less than five (5) minutes accumulate concerning the same incident, then for compensation purposes, the time becomes additive and is only rounded up to the nearest five (5) minute increment as an aggregate of all activity pertaining to that incident (e.g., on the same incident 3 telephone calls of 2 minutes, 4 minutes and 7 minutes, for compensation purposes, would be rounded up to 15 minutes). When calculating total compensated On-Call time for each day, for purposes of compensation, round up to the nearest fifteen (15) minute increment (e.g., 1 hour and 35 minutes - 1:45 min).
5. An On-Call Roster will be developed in order for each employee to be assigned her/his "On-Call" week. Initial selection will be on the basis of a random draw. In the event the designated Residential On-Call staff person becomes ill, withdraws from the roster, etc., and cannot cover her/his On-Call shift, then the CSDD Residential Supervisor will be responsible for developing a procedure to find a replacement. Two (2) weeks prior written notice must be given the Residential Supervisor by the On-Call staff member in order to withdraw from the On-Call Roster.
6. On-Call staff shall be expected to receive all calls during their designated shifts. Calls of a routine nature or calls that are described in written procedures shall be handled routinely by the On-Call staff person. Calls of a more serious nature or non-routine calls shall be referred to the Supervisory back-up staff. Staff receiving calls from contract home operator shall be required only to receive reports of incidents from the operator and/or provide referral information (including referral to the On-Call Supervisor if necessary).
7. Participation in this On-Call System shall not be used in any way to jeopardize any employee's, or group of employees', status as a member of their particular Bargaining Unit.
8. The On-Call staff person shall not be used to fill Community Mental Health Residential or contract home operator staffing needs.

2.20 CHILDREN'S ON-CALL SYSTEM FOR EMERGENCY SERVICES

A Children's "On Call" System (for Emergency Service clients) shall be implemented as follows:

1. The On-Call System shall apply to Children's Services Supervisors and Coordinators, Mental Health Therapists and Senior Mental Health Therapists, from Family Guidance who work within Children's Services; who voluntarily request to be placed on the On-Call Roster; who have completed their probationary period, and who are acceptable to the Employer. The number of Union persons selected for On-Call and the number for each job classification shall be in the sole and absolute discretion of the Employer. The Employer may remove an On-Call staff person for reasons related to On-Call performance. Such removal from the On-Call schedule is not grievable.
2. Each staff shall be "On-Call" for one week (7 days) from 5:00 p.m. to 8:00 a.m., Monday through Friday, and all day (24 hours) each Saturday, Sunday and Holiday. Each employee's "On-Call" schedule will begin at 5:00 p.m. on Friday and end at 8:00 a.m. the following Friday.
3. During the week that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of one hundred thirty-two dollars (\$132.00) per week for the On-Call duty in addition to her/his regular pay. The employee shall also be compensated mileage actually traveled as part of such On-Call duty at the rate set forth in Section 3.3. The On-Call employee will be reimbursed an additional twenty-five dollars (\$25.00) for those weeks that include an official Holiday.
4. When staff covered by this agreement responds to a call, he/she will receive Compensatory Time for all time actually worked, including travel and phone time, except on a holiday, when Compensatory Time shall be earned at the rate of time and one half (1-1/2), for the hours worked on such Holiday. Any time spent which is less than five (5) minutes in length shall be counted as five (5) minutes, for purposes of compensation, so long as the work pertains to unrelated incidents. In the event several time units of less than five (5) minutes accumulate concerning the same incident then, for compensation purposes, the time becomes additive and is only rounded up to the nearest five (5) minute increment as an aggregate of all activity pertaining to that incident (e.g., on the same incident 3 telephone calls of 2 minutes, 4 minutes, and 7 minutes, for compensation purposes, would be rounded up to 15 minutes). When calculating total compensated On-Call time for each day, for purposes of compensation, round up to the nearest fifteen (15) minute increment (e.g., 1 hour and 35 minutes = 1:45 min.).
5. An On-Call Roster will be developed in order for each employee to be assigned his/her "On-Call" week. Initial selection will be on the basis of a random draw. In the event the designated On-Call staff person becomes ill, withdraws from the Roster, etc., and cannot cover her/his On-Call shift, then the FGS Supervisor will be responsible for developing a procedure to find a replacement. Four (4) weeks prior written notice must be given the FGS Supervisor by the On-Call staff member in order to withdraw from the On-Call Roster.
6. On-Call staff shall be expected to receive all calls during their designated shifts.

7. Prior to the implementation of the On-Call System, there will be an in-service of the On-Call designees and the Family Guidance Service Supervisor and/or designees to review the Clinical/Administration Guidelines and orient the On-Call group to problems and issues they may encounter while taking calls.

2.21 EMERGENCY SERVICES ON-CALL

An Emergency Services "On-Call" system shall be implemented as follows:

1. The on-call system shall apply to all Regular Part-time, Special Part-time, and Casual employees at Emergency Services. The Employer may exclude employees who do not have a Masters degree or Ph.D. Regular Full-time employees assigned to other units with prior ES experience may volunteer to serve on the on-call rotation.
2. On-call employees shall carry a beeper and shall be available either by phone or beeper between the hours of 11:00 p.m. and 8:00 a.m. weekdays and 8:00 a.m. through 8:00 a.m. on Saturdays, Sundays, and holidays. The on-call week shall run Saturday through Friday. Two (2) employees may split the week by alternating days. On-Call employees shall respond to a call within fifteen (15) minutes, and shall report to work within thirty (30) minutes of the request.
3. The schedule for on-call shall be developed on a quarterly, semi-annual, or annual basis. Employees shall select weeks on a rotating basis with the initial selection on the basis of seniority. Employees may trade on-call times or volunteer to assume extra call-in times. The Employer shall be notified in advance of any trades by the employee accepting the on-call.
4. The assigned employee shall receive \$31.00 in addition to their regular pay for each week day they are on-call, \$47.00 for each Saturday and Sunday, and \$62.00 for each holiday. If an on-call assignment is traded, the assigned employee, not the person that has traded for the assignment, will receive payment from the Employer. When an on-call employee is called in to work, the employee shall receive time and one-half (1-1/2) for all hours worked, except on a holiday when an employee shall be paid double time. If called in during a shift, employees shall receive no less than two (2) hours on-call pay for that shift.
5. The on-call system shall be used for two purposes:
 - a. To ensure staffing in the event of vacancies between the hours of 11:00 p.m. and 7:00 a.m., which become known to the Employer less than twenty-four (24) hours in advance.

The on-call system is not to be used to staff vacancies which are known to the Employer more than twenty-four (24) hours in advance.
 - b. To provide additional staffing when the number of clients seeking services at a particular time is likely to cause a substantial delay in providing necessary services.

When used for this purpose, the following restrictions shall apply:

- i) An employee shall not be called in more than two (2) times in any twenty-four (24) hour period.
 - ii) The total number of hours worked by on-call employees as on-call shall not exceed twenty-five (25) hours per week.
6. The Employer shall not use the on-call to reduce the number of Regular Full-time or Part-time positions. If the Employer does eliminate a Regular Full-time or Part-time position at Emergency Services, Management and the Union will meet to discuss the situation. The Union shall have the option of terminating this on-call system with thirty (30) days prior written notice to the Employer.
 7. The Employer may offer other employees time and one-half to stay past their normal shift-ending time to perform the duties for which the on-call person would be needed.
 8. If an employee assigned to on-call fails to respond to a call or to report in at designated time, it may result in disciplinary action.
 9. This on-call shall be effective through September 30, 1993 unless extended by mutual agreement of both parties.

2.22 SENIOR POSITIONS

- A. Filling Senior Positions. The Posting, Selection, Recruitment, Promotion and Filling of all Senior positions (by way of example but not limited to Senior Mental Health Therapist, Senior Mental Health Worker, Senior Developmental Disabled Clinician, etc.) is in Management's sole discretion and is not governed by provisions of Section 2.3; nor is the Posting, Selection, Recruitment, Promotion or Filling of any Senior position grievable under the terms of this Agreement.
- B. Senior Duties. The Assignment to the Senior position is associated with greater responsibility and more complex duties within a program, and that it is for this purpose alone that the hiring, assignment or promotion to Senior occurs. Any employee serving in a Senior position shall not hire, fire, discipline, promote or evaluate any Bargaining Unit employee. If an employee is transferred to a different position with non-Senior duties; or if an employee's Senior job duties are removed in the sole and absolute discretion of the Employer, the Employer may reduce the employee's classification back to the lower appropriate classification, making sure to minimize any pay decrease which may occur and such action is not grievable under the terms of this Agreement. This paragraph only applies to those Senior positions hired or promoted after January 1, 1981.

2.23 JOB SHARING

Job Sharing is a situation in which the responsibilities of one (1) full-time position are shared equally by two (2) employees, both of whom are fully qualified for the position. Job Sharing may be requested under the following conditions:

- A. Definition. Job Sharing is available to staff members holding the same Job Classification and similar Job Assignments who voluntarily agree to work together in sharing one (1) full-time position.
- B. Applications. Application for Job Sharing shall be made jointly and voluntarily and shall be in writing. Approval of Job Sharing requests shall be at the discretion of the Employer. The Employer shall base the decision on the needs of the employee and the needs of the program. The Employer will respond in writing to any requests for Job Sharing within sixty (60) days after receipt of the request.
- C. Job Share Plan. Employees requesting Job Sharing shall submit a written plan developed jointly and submitted for approval. The plan will include the following:
1. Daily schedule showing hours of work for each Job Sharer.
 2. Description of the division of duties and responsibilities assigned to the position.
 3. Description of the division of other responsibilities of the position, including but not limited to, staff meetings, conferences, inservices, committee work and agency contacts.
 4. A description of the communication system with clients families, etc., regarding the Job Sharing Plan.
- D. Employer Evaluations. When a position is converted to a Job Shared position the Employer shall evaluate the change for a maximum of sixty (60) calendar days and in the event the change is unsatisfactory, the Employer may convert the position back to full-time. Each employee will return to his original position.
- E. Employee Reversion. The employee shall have the option of reverting back to her/his previous position and hours anytime during the first sixty (60) calendar days upon written notice to the Employer.
- F. Partial Vacancy. In the event one of the employees in Job Shared position terminates employment or otherwise leaves the position, the remaining employee shall have the option of assuming full time employment. If the employee does not wish to exercise this option, the Employer will attempt to recruit and fill the position in accordance with the Collective Bargaining Agreement. If the Employer is unable to fill the Job Shared position for any reason, including incompatibility of available candidates for Job Sharing or the level of benefits provided to the position, the remaining employee shall be provided the option of assuming full responsibility for the job or shall be deemed to have voluntarily resigned.
- G. Vacancy. In the event both the employees in a Job Shared position leave the position at the same time, the Employer shall convert the position back to full-time.

- H. Fringe Benefits. Fringe benefits will be provided to employees who share in accordance with the following guidelines:
1. Health Care, Optical, Dental and Disability benefits shall be provided in such a manner so as not to exceed the cost to the Employer if one (1) full time employee was eligible for family benefits. For example, the base full family cost of the Health Care options, plus family cost of Dental, plus family cost of optical and cost of Disability, will be divided by two (2), and this amount will be split and shall be available to the employee for purchase of the benefit the employee desires. The employee may purchase additional coverage by payroll deduction.
 2. All accrual benefits will be provided on a pro-rated basis.
 3. Life Insurance will be the same as provided to part-time employees.
- I. Posting. In the event that an employee wishes to job share and is unable to find a co-applicant, the Human Resources Department may post the job share position.

SECTION 3

WORKING CONDITIONS

3.1 WORKING HOURS

- A. Regular Work Week. The regular full-time work week shall consist of forty (40) hours.
- B. Lunch. Employees shall be permitted up to one (1) hour off for lunch. Such time shall be without pay and shall be scheduled by the Employer.
- C. Breaks. Employees may take a fifteen (15) minute coffee break during the first four (4) hours and a fifteen minute coffee break during the last four (4) hours of their work day.
- D. Minimum Hours.
1. The minimum amount of hours a special part-time employee will be paid on any given shift or regularly scheduled staff meeting shall be no less than two (2) hours. This shall not include employee evaluations, in-services, scheduling meeting, or other meetings called by the Employer.
 2. Effective October 1, 1992, the minimum amount of hours an employee will be paid on any given shift or regularly scheduled staff meeting shall be no less than two (2) hours. This shall not include employee evaluations, in-services, scheduling meeting, or other meetings called by the Employer.

3.2 OVERTIME FOR EMPLOYEES

A. TOPS and Skilled Trades.

- (1) Overtime for TOPS and Skilled Trades employees is defined as all hours worked in excess of forty (40) hours in one (1) work week. These employees shall be compensated at the rate of time and one-half (1-1/2) for all overtime hours worked.
- (2) By mutual consent between the employee and the Employer, TOPS or Skilled Trades employee may be granted compensatory time at the rate of time and one-half (1-1/2) for all overtime hours worked in lieu of overtime premium.

B. Professional Employees

1. NON-EXEMPT

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

2. EXEMPT

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

- C. Call-In. A TOPS employee called in for Overtime shall be guaranteed at least four (4) hours pay at the rate of time and one-half (1 1/2). This minimum guarantee shall not apply to those who remain after regular working hours.
- D. Equalized Overtime. Whenever Overtime is required, the TOPS employees with the least number of Overtime hours who, in the opinion of the Program Director, are capable of performing the desired work based on the technical skills for which they were hired and within their program and location will be called first, and so on down the list, in an attempt to equalize the Overtime hours.
- E. Unavailable Employees. For purposes of equalization, time not worked because the TOPS employee was unavailable, or did not choose to work, will be charged the average number of Overtime hours of the employees working during that call out period.
- F. Approval. All overtime must be approved in writing by the immediate supervisor before it is worked.
- G. Compensatory Time. The maximum accumulation of compensatory time is eighty (80) hours. A non-exempt employee who has accumulated the maximum compensatory hours shall be paid overtime for any additional overtime hours

of work. Any compensatory time in excess of eighty (80) hours accumulated by an exempt employee shall be lost, unless that employee has requested to use compensatory time and that request has been denied. An employee shall be permitted to use compensatory time within a reasonable period after it is requested if its use does not unduly disrupt the operations of the Employer. Upon termination, non-exempt employees shall be paid for any accrued compensatory time which the employee requested to use and that request was denied, provided they have requested to use the compensatory time at least thirty (30) days prior to resignation.

3.3 TRAVEL ALLOWANCE

A. Mileage Allowance:

1. All employees required to drive their own motor vehicle in the course of their employment with the Employer shall be paid at the rate of Twenty-four (\$.24) cents per mile, effective October 1, 1992, the rate shall be twenty-five (\$.25) cents per mile; and effective October 1, 1993 the rate shall be twenty-six (\$.26) cents per mile. Mileage accumulations shall be figured on a monthly basis.
2. Employees who submit their mileage claims to their Coordinator or her/his designee by the 15th of the month shall receive reimbursement by the 15th day of the following month.

B. Meals and Other Expenses:

Employees shall be compensated for meals and other expenses in the same manner and amount as the Employer adopts for other employees.

3.4 AUTOMOBILE INSURANCE REIMBURSEMENT:

The Employer agrees to reimburse an employee for the actual cost of providing a rider to her/his auto insurance coverage that moves the employee's insurance rate from a "Regular Usage Class" to a "Business Usage Class" up to a maximum reimbursement of One Hundred Fifty (\$150.00) Dollars per year when an employee is designated by the Employer to use her/his personally-owned vehicle for business use in such a manner that the employee's insurance carrier requires "Business Usage" coverage. This provision only applies to an employee who is designated by the Employer to use her/his personally-owned vehicle for Community Mental Health Board business.

3.5 BULLETIN BOARDS

The Employer shall provide reasonable space on existing Bulletin Boards in each building which may be used by the Union for posting notices of the following types:

- a) Notices of Recreational and Social Events
- b) Notices of Elections

- c) Notices of Results of Elections
- d) Notices of Meetings

Other notices regarding Union activities may be posted upon approval of the Human Resource Director.

3.6 JOINT COMMITTEE ON JOB CLASSIFICATIONS

A Joint Employee-Employer Committee shall be established for the express purpose of reviewing Job Classifications and Job Description. It shall meet at least once per year with either party setting a meeting date. There shall be three (3) representatives of the Union and three (3) representatives of Management on the Committee. This Committee will make recommendations to the Human Resource Director. The Committee functions only in an advisory capacity.

3.7 REIMBURSEMENT FOR DAMAGED PROPERTY

- A. Personal Property. The Employer will reimburse an employee for damage to Clothing, Eyeglasses or Corrective Appliances (such as a Hearing Aid) caused by a client. In addition, the Employer will reimburse an employee for damage or loss of other personal property caused by a client to the extent that such reimbursement is covered by CMH insurance. In addition, the Employer will assist an employee in being reimbursed for reasonable costs by the responsible person for loss or damage to personal property caused by the client.
- B. Cars. If an employee is required to have a car as part of her/his job, the Employer will reimburse the employee for damage to employee's car caused by a client while the employee is on duty and/or on the Employer's premises up to a maximum of \$250.00. The employee must first submit any damage to her/his insurance and the Employer will not reimburse for any damage covered by insurance, nor any damage which cannot be established as directly attributable to the Employer's clients. Further, the Employer will not reimburse employees for damages caused when transporting a client if an Employer vehicle was available for that transport.

3.8 PROFESSIONAL LIABILITY INSURANCE

The Employer shall maintain Professional Liability Insurance for its employees, which shall cover said employees during the course of their official duties. The Employer shall determine the type and amount of coverage it will provide employees. The Employer shall provide the Union notice of any changes in current coverage.

3.9 TRIPS WITH CLIENTS

The following shall apply to any trips with Clients away from the normal work site which involves an overnight stay.

- A. Volunteers. If the Employer decides to arrange a trip with Clients, the number of volunteers needed will be determined based on client needs and levels of functioning. If an insufficient number of employees volunteer, Management shall cancel the trip.

- B. Pav. Each employee who volunteers for such a trip shall be given identified paid working times. Such times shall be in at least eight (8) hour increments per day. Additional hours may be assigned according to program needs for adequate staff coverage.
- C. Meals. An employee who accompanies clients on such a trip shall be permitted to eat with the clients during their identified working time, and the cost of the meal shall be covered by the Employer.
- D. Expenses. The Employer shall assume the cost of any expenses related to the trip such as lodging, meals, entrance fees, etc., for all staff assigned to accompany clients on the trip, when approved by a Supervisor as necessary to accomplish the trip.
- E. Alternate Worksite. If an employee does not accompany the clients from her/his normal work site on such a trip, the Employer shall attempt to provide an alternate work site while the clients are gone.

3.10 SAFETY COMMITTEE

- A. Committee Appointment. The Employer shall maintain a Safety Committee. The Union shall appoint three (3) persons to this Committee. This Committee shall meet at least quarterly to make recommendations to the Employer regarding the operation of a Comprehensive Safety Program.
- B. Recommendation. The Employer shall submit within ten (10) working days after receipt, a written response, with a copy to the Union, to all recommendations made by the Safety Committee.

3.11 SCHEDULING, RELIEF HOURS

- A. Relief Hours. For purposes of scheduling, each Special Part-Time employee shall be assigned a program. "Relief Hours" shall be defined as the total of hours worked by an employee in a special part-time or casual position since the employee's last date of hire. Overtime shall be counted as straight time for relief hours purposes. Relief hours will be updated at the end of each calendar quarter and shall then remain in effect until the end of the next calendar quarter.
- B. CSS Emergency Services Mental Health Therapists. For purposes of scheduling E.S. Mental Health Therapists, vacant hours shall be divided into two (2) categories.
 - 1. Hours that are normally filled by a Regular employee but are vacant due to leave of absence under Section 4.1 (A through E) or Section 4.7; or due to a resignation.

These hours shall be offered on a seniority basis to Regular Part-Time employees to the extent that the employees' total hours do not exceed forty (40) hours per week and provided that other employees are able to assume the hours which are vacated by the Regular Part-Time employee. Hours that are not filled by a Regular Part-Time employee shall be filled in accordance with paragraph 2 below.

2. Hours that are not normally filled by a Regular employee.

a. First, Regular Part-Time employees assigned to E.S. may add up to eight (8) hours to their position, but not to exceed thirty-nine (39) hours per week, prior to hours being offered to Special Part-Time employees, but the Regular Part-Time employees must agree to work the shift(s) for at least a six (6) month period of time.

b. These hours shall then be offered to employees at E.S. The employees with the most relief hours worked shall have the option of choosing a shift first and so on until each employee has been given the option to choose one (1) shift. This procedure shall then continue until all vacant shifts are filled.

However, Special Part-Time employees that have been scheduled less than sixteen (16) hours in a pay period shall have priority over other employees in receiving these hours.

3. If hours become available in E.S. after the regular scheduling meeting, but more than twenty-four (24) hours before the shift, the Employer will attempt to fill the shift on a voluntary basis, if the Employer determines the shift must be filled. If a volunteer can not be obtained, paragraph 4 below will be used.

4. If hours are available which no one is willing to agree to work, the Employer may require the employee in the classification with the least seniority (or the least relief hours worked) to work such hours. However, the Employer may skip any Employee that was mandated to work a shift in the last thirty (30) days. Before requiring the least senior employee to work such hours, the Employer will make all reasonable attempts to secure coverage on a voluntary basis, including calling the on-call employee if it appears the on-call coverage will not be needed.

C. CSS Night Care Mental Health Therapist and Mental Health Worker Scheduling.

1. Temporary assignments shall be offered in accordance with Section 2.5

2. All other available hours shall be distributed to Special Part-Time and Casual Employees at the scheduling meeting. Employees shall pick shifts one at a time, on a week-by-week basis, beginning with the employee with the most relief hours and so on. When each employee has picked a shift, a second round shall occur beginning with the Employee with the least number of hours and moving up.

3. If hours become available after the regular scheduled meeting, the Employer will attempt to fill the shift on a voluntary basis, if the Employer determines the shift must be filled. If a volunteer cannot be arranged, paragraph 4 below will be used.

4. If hours are available which no one is willing to agree to work, the Employer may require the Special Part-Time or Casual Employee with the least relief hours worked to work such hours. However, the Employer may skip any Employee that was mandated to work a shift in the last thirty (30) days. Before requiring the least senior Special Part-Time or Casual Employee to work such hours, the Employer will make all reasonable attempts to secure coverage on a voluntary basis, including offering it to Part-Time Employees.

D. All Other Programs and Classifications.

1. Temporary assignments shall be offered in accordance with Section 2.5.
2. The Employer will distribute relief hours within each program in an equitable manner consistent with operational needs and the skills of the available employees. If the Union believes these principles are being violated, it may grieve the distribution of the hours. Violations may result in an employee being given first preference for next available hours.

SECTION 4

ABSENCES AND LEAVES

4.1 ABSENCES AND LEAVES

A. Leaves of Absences.

- (1) Leaves of absence may be granted without pay or fringe benefits for the reasons delineated below in Paragraph D. An employee on such leave will not accrue vacation, holiday, sick leave or other accrual types of fringe benefits. In addition, the time of such leave will not be counted toward longevity bonus or movement to the next step of the salary schedule. However, an employee on an approved leave of absence shall accrue seniority.
- (2) Requests for Leaves of absence shall be in writing and shall be submitted to the employee's immediate Supervisor at least two (2) weeks prior to the starting date of the leave. While on a Leave of Absence, the employee shall notify the Employer of any change of address.
- (3) Cost of Continuing Insurance
 - a) The cost for continuation of life insurance, disability insurance, dental insurance, health insurance and optical insurance, while an employee is on an approved Leave of Absence of less than thirty (30) days shall be borne by the Employer.

b) The cost for continuation of life insurance, disability insurance, dental insurance, health insurance and optical insurance, while an employee is on an approved leave of absence of at least thirty (30) days but less than sixty (60) days in duration, shall be borne by the employee and must be paid directly to the Community Mental Health Board for the duration of such leave.

c) If an employee is on an approved Leave of Absence of sixty (60) days or longer in duration, the employee has the option of not continuing to be covered by life insurance, disability insurance, dental insurance, health insurance, and optical insurance provided the employee notifies the payroll office in writing prior to the payment of premiums for such coverage.

d) In the event an employee is disabled and on approved disability leave for at least thirty (30) calendar days, the cost for continuation of health insurance shall be borne by the Employer for an additional sixty (60) days, or a maximum of ninety (90) days, including the initial thirty (30) day period.

B. Termination of Leave. The Employer may terminate a Leave of Absence if substantial evidence indicates that the leave is no longer applicable. The employee shall give the Employer at least ten (10) days advance notice of her/his intent to return to work upon the completion of the leave. The Employer will schedule the employee's return to work within ten (10) days from the date the employee indicates he/she is able to return to work. The Employer may also request verification from the employee of her/his current status no oftener than every thirty (30) days. Such request shall be made via certified mail to the employee's last reported address. If the employee does not respond within five (5) working days, he/she shall be deemed to have voluntarily resigned.

C. Return to Employment. The Employer shall provide the employee the opportunity to return to employment at their prior position, provided the employee returns within ninety (90) calendar days from the date the Leave was commenced. The Employer shall provide the employee the opportunity to return to employment at a level comparable to the position held at the time the Leave of Absence commenced, provided the employee returns to work immediately after expiration of the approved leave in the case of illness, workers' compensation, or maternity leaves under section D (1) and E below. In the event a Leave of Absence which is not an illness, maternity or workers' compensation leave, such as parental leave or educational leave, extends beyond ninety (90) calendar days, the Employer will not automatically hold a position for the employee, and the employee shall be provided the opportunity to return to employment at a level comparable to the position they held at the time the leave was granted if, and when, such position is available. If no such position is available when the employee is eligible to return from a Leave, the employee will be placed on layoff status as provided in Section 2.8. If the Employer intends to hold a position for the employee beyond the initial ninety (90) day period, the employee will be notified in writing at the time the leave is granted. The employee shall retain the right to decline the leave if the Employer is not holding a position for the employee.

D. Unpaid Leaves:

1. Illness Leave - An employee who is unable to work because of a non-occupational physical or mental illness or injury shall be entitled to a Leave of Absence up to a maximum of six (6) months. The maximum time for such Leave of Absence shall be twelve (12) months for an employee with three (3) years or more of seniority. In all cases of illness leaves, the employee must provide her/his Supervisor with a certificate from her/his physician attesting to the seriousness of the illness, with recommendation for a Leave of Absence. Such certification must also indicate the anticipated duration of the leave.
2. Educational Leave - An employee may be granted a Leave of Absence, at the Employer's option, up to a maximum of two (2) years to pursue a full time educational program, provided the field of study is related to mental health and the job he/she is currently performing or one for which a classification exists and he/she has an obvious potential of filling.
3. Prolonged Illness in Immediate Family - An employee may be granted a Leave of Absence, up to a maximum of six (6) months, to attend to the physical or mental health needs of a member of her/his immediate family. Immediate family in this case is defined as: spouse, mother, father, sister, brother, son, daughter or other relative or person in a similar relationship whose primary place of residence is the household of the employee. Requests for such leaves must be submitted to the employee's Supervisor with certification from the attending physician stating that the employee's attendance is required and the anticipated duration of the leave.
4. Union Leave - One (1) employee designated by the Union shall be entitled to take up to forty (40) hours per month of leave without pay to handle Union business, provided the employee's work schedule is approved in advance by her/his Supervisor. Any changes in the initially approved work schedule must be submitted by the employee to her/his Supervisor at least two (2) weeks in advance of any proposed changes and must be approved by the employee's Supervisor prior to implementation. During the time the employee is on Union leave in accordance with this provision, he/she will be paid by the Employer only for hours worked for the Employer; however, fringe benefits will remain in force at the same level as they existed prior to the granting of such Union leave. Any other compensation to be provided to the employee will be the responsibility of the Union. The employee on Union leave shall not be disruptive of programming or staff in any manner. Therefore, any Union business involving employees other than the person on approved Union leave must be conducted during the affected employee(s) non-duty hours.
5. Workers Compensation Leave. An employee who is unable to work because of an occupational physical or mental illness or injury shall be entitled to a leave of absence for the duration of the time that they are eligible to receive workers compensation benefits.

E. Maternity Leave:

1. Disability caused or contributed by pregnancy, miscarriage, abortion, or childbirth and recovery there-from shall be treated on the same terms and conditions as are applied under Section 4.3, Sick Leave, and Section 4.1 D, Illness Leave.

F. Personal Leave (without pay): Leaves of absence without pay shall be granted not to exceed two (2) weeks if they do not disrupt services in the sole and absolute discretion of the Employer.

- G. Personal Leave (with pay): Each employee shall be allowed three (3) personal leave days per year (Jan. 1 - Dec. 31st) with pay, two (2) days of which to be deducted from accumulated sick leave. Effective from January 1, 1993, one (1) day of personal leave with pay shall be deducted from accumulated sick leave. Such leave shall be in not less than one (1) hour increments. New employees shall earn Personal Leave hours on the following basis:

<u>Hire Date</u>	<u>Number of Days</u>
Between Jan. 1 - June 30	3
Between July 1 - Sept. 30	1 1/2
Between Oct. 1 - Dec. 31	0

Personal Leave must be used before December 31st or it will be lost.

- H. Conference Leave. To the extent that leaves are allowed by the Employer to Bargaining Unit employees for attendance at professional conferences, workshops, seminars and conventions which will benefit the Employer in the services it renders, the Employer shall make every effort to equalize the time allowed for such attendance among such employees, provided exceptions shall be in the sole and absolute discretion of the Employer.

I. Parental Leave.

1. In the event of the birth of a child or the adoption of a child, an employee (male or female) shall be allowed to take a parental leave of absence for three (3) days. Such leave may be taken from vacation accrual or without pay.
2. Parental and/or adoption leave without compensation is available to male or female employees. The length of this leave shall not exceed six (6) months, except that the maximum time for the leave of absence may be as long as twelve (12) months for employees with three (3) years or more seniority. Such leave may be taken from vacation or without pay.

4.2 BEREAVEMENT LEAVE

An employee shall be allowed Bereavement Leave with pay for a death in the immediate family in accordance with the following:

- A. Immediate Family. Five (5) days' Bereavement Leave for spouse, child or parent, and effective from October 1, 1992, for a member of the employee's immediate household.
- B. Other Family. Two (2) days' Bereavement Leave for sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Two (2) days' Bereavement Leave shall also be available for a member of an employee's immediate household through September 30, 1992, after which five (5) days shall apply as provided in paragraph A above.
- C. Employee Pall Bearer. One half (1/2) day Bereavement Leave for an employee who is selected to be a pall bearer for a deceased employee.
- D. Union President. One half (1/2) day Bereavement Leave for the Union President, or her/his designee, in the event of the death of a Bargaining Unit employee to attend the funeral.

4.3 SICK LEAVE

- A. Hours Earned. A regular employee shall earn four (4) hours Sick Leave for each eighty (80) hours of compensated time. A maximum of ninety (90) days may be accumulated.
- B. Use. An employee eligible for Sick Leave may use sick leave upon approval of her/his immediate Supervisor for absence due to illness or injury to the employee or her/his child. An employee shall inform her/his immediate Supervisor of the fact of the illness or injury and the reason during the first one (1) hour of her/his absence except when circumstances beyond the employee's control prevent such notification. In unusual circumstances, this requirement may be waived provided that failure to notify her/his immediate Supervisor within two (2) working days shall be cause for denial of pay for the period of absence, and/or discipline or dismissal.
- C. Increment. Sick leave shall not be granted for any period of time in less than one (1) hour increments.
- D. Doctor's Certification. The Employer retains the option to require a doctor's certification of illness and/or fitness to return to work when there is reason to believe an employee is abusing the Sick Leave provisions of the Agreement, when the Sick Leave is long term, or when the Employer believes there is some question regarding the ability of an employee to do her/his required job upon return to work from Sick Leave.
- E. Termination. Upon resignation or dismissal, all Sick Leave credits shall be canceled and shall not be reinstated or paid.
- F. Retirement/Death. Unused Sick Leave shall be paid to an employee upon retirement or upon the employee's death, to his/her beneficiary, at the rate of one-half (1/2) her/his current annual pay up to a maximum payment equivalent of eighty (80) work days' pay.

G. Disability/Workers' Compensation. Under no circumstances shall an employee receive Sick Leave pay while he/she is receiving benefits from the Employer's disability insurance plan or worker's compensation plan.

H. Abuse. An employee who abuses the Sick Leave policy or fails to produce physician certification when required to do so, as specified in this Section of the Agreement, will not be paid Sick Leave for the questioned absences and may be subject to disciplinary action.

I. Sick Leave Buy-Out.

Effective December, 1992, and each December thereafter, an employee shall be eligible to convert up to forty (40) hours of accumulated Sick Leave to wages, subject to the following conditions:

1. An employee shall receive one (1) hour of pay for each two (2) hours converted.
2. An employee may convert up to forty (40) hours.
3. Employees may not convert Sick Leave hours in any amount that would reduce their Sick Leave accumulations below 160 hours of Sick Leave.
4. With the approval of the employee's immediate Supervisor, the employee may receive vacation time instead of wages subject to the above conditions.

4.4 HOLIDAYS AND HOLIDAY PAY

A. Holidays Recognized. The following holidays are recognized by the Employer:

- | | |
|---------------------------|--------------------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Day | 9. Friday following Thanksgiving Day |
| 3. President's Day | 10. The Day before Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. The Day before New Year's Day |
| 6. Labor Day | |
| 7. Veterans' Day | |

B. Holidays Not Worked.

1. Regular full-time employees who are not required to work on the above recognized Holidays will receive eight (8) hours pay at their regular base rate for the holiday.
2. Regular part-time employees who are not required to work on the above recognized Holidays will receive pro-rata pay based on their employment status at their regular base rate for the Holiday. Thus, an employee whose status is one-half time shall be paid for four (4) hours on a Holiday he/she is not required to work.

- C. Weekends. When a Holiday falls on a Saturday, the preceding Friday shall be observed as the Holiday. When a Holiday falls on a Sunday, the following Monday shall be observed as the Holiday. However, if Christmas and New Year's Day fall on a Sunday or Monday, Friday and Monday are observed as the holidays.
- D. Vacations. When a Holiday falls within an employee's vacation period, the employee will receive compensation for that day as a Holiday and that day will not be considered as a vacation day.
- E. Holidays Worked. Employees who are required to work on a Holiday shall earn Compensatory Time at the rate of time and one-half (1 1/2) for all hours worked on such Holiday. Such Compensatory Time must be taken no later than one hundred and fifty (150) days after the date on which the Holiday occurs. If the Compensatory Time is not taken during this period, such Compensatory time shall be lost.
- F. Eligibility. To be eligible for Holiday Pay, an employee must work the last scheduled day before, and the first scheduled day after, the Holiday (plus the Holiday, if scheduled) unless the absence has been previously approved by the Program Director.
- G. Requested Work. A regular part-time employee working in a component which operates on a twenty-four (24) hour basis shall be paid at straight time for hours worked on a recognized Holiday when the employee makes a written request to her/his Supervisor to work on the Holiday and the request is approved.
- H. Weekend Programs. Employees who work in the ACT Program, Night Care, Emergency Services or the House of Commons shall earn compensatory time as outlined below:
- 1) Employees who work on a calendar holiday which is not the observed holiday and who do not work on the observed holiday, shall earn compensatory time at the rate of one and one-half for time worked.
 - 2) Employees who work on a calendar holiday which is not the observed holiday and who also work on the observed holiday shall earn compensatory time at the rate of time and one-half for the day in which the greatest number of hours were worked.
 - 3) If an Employer establishes new work units which are normally operating on weekends and which are staffed by employees in this bargaining unit, the Employer and the Union will meet to discuss whether or not the employees in that will be covered by the above language.
- I. Special Part-Time Employees. Notwithstanding any contrary provision, Special Part-time employees shall be compensated at straight time pay for work on a holiday. However, if a Special Part-time employee works forty (40) or more hours during the week the holiday is observed, he/she shall be paid at one and one half (1-1/2) times her/his straight time rate for work on the recognized holiday.

4.5 VACATION

- A. Hours Earned. All full time employees covered by this Agreement shall earn credit towards Vacation with pay in accordance with the following schedule:
1. During the first (1st) year of employment, an employee shall earn .8333 days per month (10 days per year). However, in no case shall Vacation time be used during the first six (6) months of employment.
 2. Commencing with the second (2nd) year of employment and through the third (3rd) year of employment, an employee shall earn 1.250 days per month (15 days per year).
 3. Commencing with the fourth (4th) year and through the sixth (6th) year of employment, an employee shall earn 1.416 days per month (17 days per year).
 4. Commencing with the seventh (7th) year and through the ninth (9th) year of employment, an employee shall earn 1.583 days per month (19 days per year).
 5. Commencing with the tenth (10th) year of employment and thereafter, an employee shall earn 1.666 days per month (20 days per year).
- B. Part-time Employees. All part time employees covered by this Agreement shall earn pro-rata Vacation time based on hours worked.
- C. Use. Vacation days may not be used before they are earned as set forth above.
- D. Scheduling. Each Program Director shall keep a record of Vacation credit, and shall schedule Vacations to accommodate the operating requirements of the program and, insofar as possible, the written request of the employee.
- E. Accumulation. An employee may use his Vacation time at her/his own discretion in so far as it does not conflict with Section 4.5, C or D above. An employee may accumulate a maximum of twenty-five (25) days (200 hours) of Vacation time.
- F. Unused Vacation. Reimbursement for unused Vacation will be paid in cash only upon termination.
- G. Schedule Conflicts. In the event of conflicting requests for Vacation periods by employees, priority shall be based on seniority, all other things being equal.
- H. Paychecks. If a regular payday falls during an employee's Vacation, the employee may receive that check in advance, provided a written request is submitted to the Human Resource Director two (2) weeks in advance of said Vacation.
- I. Termination. An employee who is laid off, retires or severs employment shall receive any unused Vacation.

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

4.6 JURY DUTY

An employee who serves on jury duty will be paid the difference between her/his pay for jury duty and her/his regular pay. Proper proof of the jury pay shall be submitted in order to entitle the employee to the difference. An employee shall report to work not more than one half (1/2) hour after he/she is dismissed on any day of such jury duty.

4.7 SABBATICAL LEAVE

Following five (5) years of continuous full time employment or its equivalent (10,400 hours) with the Community Mental Health Board, a regular full-time or regular part-time employee shall be eligible for a Sabbatical Leave, provided the employee has had no more than a total of one hundred eighty (180) days of unpaid leave in the three (3) years prior to the date the leave is requested, subject to the following conditions:

- A. Requests. The employee must request the leave at least sixty (60) days in advance of the beginning date of leave. The request must include the employee's plans for the duration of the leave, and where the employee will be located.
- B. Length of Leave. The time period of the leave is for a minimum of three (3) months and a maximum of twelve (12) months and must be determined prior to the commencement of the leave.
- C. Purposes. A Sabbatical Leave may be granted to an employee to do research, study, travel, work for another mental health agency on a temporary basis, or related endeavor. However, Sabbatical Leave shall not be granted to an employee to begin or expand private practice activities, to accept permanent employment elsewhere, or for formal educational purposes.
- D. Compensation. An employee will not receive pay during the Sabbatical Leave, but will continue to be covered by health, life, optical, disability, and dental insurance with the cost borne by the Board to the extent that such costs are paid for employees not on leave. The Board shall not be obligated to provide insurance benefits for an employee on Sabbatical Leave to the extent that the employee is eligible for such benefits through another Employer.
- E. Seniority. Seniority will continue to accrue for an employee on Sabbatical Leave.
- F. Replacement Employees. A temporary employee may be hired to replace an employee on Sabbatical Leave. The temporary employee will not be eligible for fringe benefits.
- G. Return from Leave. An employee will be placed in her/his former position upon return from a Sabbatical Leave. The employee shall submit a report on his activities during the Sabbatical Leave upon returning to work.

- H. Number of Leaves Approved. The Employer shall not be obligated to grant any Sabbatical Leave requests that would result in more than five (5) professional or three (3) TOPS or skilled trades employees being on leave at the same time on a Board-wide basis, or two (2) professional or one (1) TOPS employee(s) being on Sabbatical Leave in any one program. Further, the Employer shall not be obligated to grant more than one (1) Sabbatical Leave every five (5) years per employee.
- I. Approval Priority. Approved Sabbatical Leaves shall be granted on a "first come, first served," basis.
- J. Fringe Benefits. In order for an employee to qualify to have fringe benefits paid by the Employer during the term of the Sabbatical Leave as noted above, the employee must return to work upon completing the Sabbatical Leave and must remain back at work for a minimum of one (1) year or an amount of time equal to the Sabbatical leave, whichever is less. Failure to return to work, or upon returning, failure to remain an employee of the Board for a minimum of one (1) year or an amount of time equal to the Sabbatical leave, will cause the employee to be liable for the cost of all fringe benefits paid for by the Employer during the term of the Sabbatical Leave. A plan for repayment may be developed between the Employer and the affected employee; however, failure to complete payment for fringe benefits by the employee prior to termination will be grounds for the Employer to withhold payment from accrued vacation or other compensation due the employee at time of termination and/or pursue other legal remedies for collection of fringe benefit costs.

4.8 VOLUNTARY UNPAID LEAVE PROGRAM

Voluntary unpaid leave is permissible subject to the following conditions:

- A. Dollar Savings. Substantial Dollar Savings must be provided in order for requests to be considered, i.e. replacement staff cannot be hired for the person who is on the voluntary unpaid leave.
- B. Leaves Permissive. Requests for unpaid leaves are permissive, that is, they may, or may not, be granted by the employee's supervisor based upon programmatic needs. Leaves may, or may not, be granted back to back with vacations, depending upon programmatic needs.
- C. Approvals. All requests must be approved by the employee's supervisor, Program Director, and the Human Resource Department in advance.
- D. Effective Dates. The Voluntary Unpaid Leave of Absence Program will be in effect until September 30, 1994.
- E. Accumulations. Normal sick and vacation accumulations will continue during the voluntary unpaid leave.
- F. Vacation Hours. Vacation hours that accrue over 200 during the approved voluntary unpaid leave will not be lost.
- G. Overlapping Requests. If overlapping requests are received within the same unit, seniority within the unit will determine who may take leave.

- H. Duration. Unpaid leaves of absence generally may not exceed four (4) weeks or 160 hours.
- I. Increments. One (1) hour increments are the minimum recommended number of hours to take at any one time.
- J. H.R. Department. All requests must be received by the Human Resource Department one (1) week prior to the leave.
- K. Examples of types of requests that might be submitted
 - 1. One (1) week (40 hours); or four (4) weeks (160 hours).
 - 2. Four (4) hours every Friday.
 - 3. Eight (8) hours every Monday.
 - 4. Any other variation that is not disruptive of program services in the opinion of the supervisor.
- L. Form. Employees wishing to request an unpaid leave of absence may do so by filling out the form available from their supervisor.

4.9 MEDICAL EXAMS

- A. Medical Exams. The Human Resource Department may require a physical exam by a doctor, at the Employer's expense, to determine the employee's ability to perform her/his regular duties, if the Employer has reasonable basis. Such an examination shall not include drug or HIV testing. Unless on an approved unpaid leave or on workers compensation, employees shall be compensated for all time spent at such examination. Prior to a required physical exam, the Union shall be notified. The employee may obtain a second opinion, at the employee's expense, and, in the event there is a dispute between the Employer's doctor and the employee's doctor, both of those doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee, if not covered by the employee's insurance.
- B. Disputes. If an employee is required to obtain a physical exam and if the employee does not believe the Employer has reasonable basis, the employee may grieve such requirement. If an employee declines to obtain the physical and is disciplined and it is later ruled the Employer did not have reasonable basis, any discipline for declining shall be overturned and the employee made whole.

SECTION 5
COMPENSATION AND BENEFITS

5.1 LIFE INSURANCE COVERAGE

A. Full-time Employees.

1. The Employer agrees to pay the full premium of Term Life Insurance for regular full-time employees. The amount of coverage shall be based on each employee's annual salary as follows:

<u>SALARY RANGE</u>	<u>INSURANCE VALUE</u>
Up to \$10,000	\$15,000 of coverage
\$10,001 - \$15,000	\$20,000 of coverage
\$15,000 - \$20,000	\$25,000 of coverage
\$20,001 or more	\$30,000 of coverage

2. Effective October 1, 1992, the amount of coverage for regular full-time employees shall be based on each employee's annual salary as follows:

	<u>Insurance Value</u>	<u>AD & D</u>
Up to \$10,000	\$25,000	\$25,000
\$10,001 - \$15,000	\$30,000	\$30,000
\$15,001 - \$20,000	\$35,000	\$35,000
\$20,001 or more	\$40,000	\$40,000

- B. Part-time Employees. Regular part-time employees shall be provided Term Life Insurance in the amount of Five Thousand and no/100 Dollars (\$5,000.00). Effective October 1, 1992, Regular part-time employees shall be provided Term Life Insurance in the amount of Fifteen Thousand and no/100 Dollars (\$15,000.00), with AD & D in the amount of Fifteen Thousand and no/100 Dollars (\$15,000.00).

- C. Salary Figure. The annual salary figure used to determine the amount of an employee's Life Insurance coverage shall be the employees' salary as of January 1st of each year of this Agreement.

- D. Effective Date. Such Life Insurance coverage shall be effective the first (1st) day of the month after the person has been employed by the Employer. The Employer reserves the right to change carriers.

- E. Supplemental Insurance. After execution of this agreement, additional supplemental Term Life Insurance may be obtained in the amounts of \$5,000, \$10,000, or \$20,000, with the employee paying through payroll deduction.

6.2 HEALTH CARE COVERAGE

- A. Plans. Each Regular full-time and Regular part-time employee may choose to be covered by Blue Cross/Blue Shield, Blue Care Network/Health Central, or by Physicians Health Plan at the employee's option.
- B. Premium. The Employer agrees to pay the full premium of Health Care Coverage for the Regular full-time and Regular part-time employee and her/his family, the plan to be Blue Cross/Blue Shield, MVF-1, with PPO prescription rider, predetermination rider and pap smear rider. The Employer reserves the right to substitute another carrier provided the basic provisions of the current coverage will not be changed. The effective date of such coverage shall be as provided by the carrier.
- C. HMO's. The Employer agrees to provide membership in a Health Maintenance Organization for each regular employee and her/his family, the Health Maintenance Organization to be Blue Care Network/Health Central or Physicians Health Plan, and will include the prescription drug rider. The employer further agrees to pay for a portion of the Health Maintenance Organization's premium equal to the amount that the Employer would pay for the employee for Blue Cross/Blue Shield coverage. Whenever the cost of the premium for the Health Maintenance Organization's membership is less than what the Employer is required to pay for Blue Cross coverage, if the employee elects Health Maintenance Organization membership, the Employer will pay the full cost for the premiums. The effective date of such coverage shall be as provided by the carrier. The Employer reserves the right to substitute another Health Maintenance Organization provided the basic provisions of the coverage will not be changed.
- D. Special Part-time Employees. Special part-time employees within the Bargaining Unit that have averaged twenty (20) hours or more per week for two (2) consecutive calendar quarters prior to enrollment, shall be entitled to enroll in the Employer's health care coverage and may cover her/his family under such coverage, provided the employee pays a full monthly premium cost through payroll deduction. Employees who elect to purchase such health care coverage must enroll in the health care program within thirty (30) days after they become eligible under this paragraph, or they may then only enroll in the next open enrollment period, provided they have met the twenty (20) hours per week average for the two (2) consecutive calendar quarters prior to such open enrollment. an eligible employee who exercises this option shall maintain such health care coverage for at least one (1) year, or the length of her/his employment as a special part-time employee (whichever is less). Failure to maintain coverage for the required period shall result in an employee being ineligible to exercise this option in the future. Failure to provide payment to the Employer for any premium amount which can not be collected through payroll deduction by the end of the applicable month will also result in the employee's ineligibility for exercising this option in the future.
- E. Health Care Buy Out. Employees that are eligible for Employer paid health care coverage may elect the following health care buy out in lieu of such coverage:

- 1) Employees who are receiving health care from another source shall have the option of receiving, instead of health care, a monthly payment equal to 30% of the premium for Blue Cross/Blue Shield health care coverage for a similar employee. This payment will be with the second paycheck of each month.
- 2) At the employee's option, and as an alternative to option 1 above, the payment may be received as wages, deposited as an equivalent amount into the employee's deferred compensation account or an equivalent amount deposited into the employee's dependent care assistance account.
- 3) Employees who choose option 1 or 2 above shall sign a form attesting to their alternative health care coverage and waiving the Union and the Employer of any liability.

Employees shall be allowed to exercise the option of monthly payment instead of health care during the annual open enrollment period or the month following attainment of the alternative health care.
- 4) It is expected that employees who choose this option shall not re-enroll for at least a one-year period unless they lose their alternative coverage.
- 5) Employees who choose the monthly payment instead of health care and who subsequently lose their alternative health care shall be allowed to re-enroll the month following the loss of alternative coverage.

5.3 DISABILITY INSURANCE

The Employer agrees to pay the full premium on a group Disability Insurance policy effective thirty-one (31) days after a regular full time or regular part time employee becomes disabled as defined by the carrier. The terms and conditions of such Disability policy shall be those currently carried by the Employer. The Employer reserves the right to substitute another carrier, provided the basic provisions are not changed.

5.4 RETIREMENT

- A. MERS Plan. Employees shall be covered by the Municipal Employees Retirement System PLAN B-2. The Employer agrees to abide with all the terms and conditions of that program, or a similar Retirement plan with the Municipal Employees Retirement System or provided by another carrier which is no less favorable than the current plan.
- B. Cost. The total cost for the Municipal Employees Retirement System plan currently in effect will be borne by the Employer.
- C. Other Plans. The Employer and the Union agrees that the Municipal Employees Retirement System (MERS) plan may not offer as great a return for bargaining unit employees as other competing plans and/or systems. Therefore, the Employer and the Union agree to explore other equivalent types

plans and/or systems if and when, Community Mental Health is legally able to withdraw from the Municipal Employees Retirement System.

- D. Credited Service. Any employee covered by this Agreement who is employed as of the effective date of this Agreement shall be given Service Credit for any time he/she accrued in the Residential Bargaining unit.
- E. Retiree Health Insurance. Effective upon execution of this agreement, retirees shall be allowed to continue health insurance coverage through the Employer's group plan (at her/his own expense) without time limit (Employer will not apply COBRA time limits).

5.5 LONGEVITY

All regular full and part-time employees covered by this Agreement will receive a Longevity Bonus in addition to their regular pay according to the following rules and schedule of payment:

- A. Computation. The Longevity Bonus shall be computed as a percentage of salary; however, no Longevity payment shall be made for that portion of an employee's regular annual salary which is in excess of \$14,000.
- B. Employment Date. The Longevity Bonus shall be computed from the employee's original date of continuous permanent employment.
- C. Payment. Following the completion of five (5) full years of full-time equivalent continuous service, excluding unpaid leaves of absence, employees shall receive annual Longevity Bonus payments as provided in the schedule.
- D. Eligibility. On November 1st of each year, a list of employees who have completed the eligibility requirements for the Longevity Bonus during the preceding twelve (12) month period shall be prepared by the Employer and processed for payment. To be eligible for the Longevity Bonus, an employee must be classified as a regular full-time or regular part-time employee, or a regular full-time or regular part-time employee on an approved leave of absence, on November 1st and be employed as a regular full-time or part-time employee on the date of distribution of the Longevity checks. Furthermore, employees must have completed continuous full-time employment equal to that required for original eligibility, plus he/she must work a minimum of nine (9) months (1,440 hours) during the year (Nov. 1 - Oct. 31) if full time, or a pro-rated portion of 1,440 hours if less than full-time for each additional payment. Payments shall be made to employees no later than the 10th of December of each year.
- E. Retirement. Employees whose employment terminates because of retirement shall be paid a pro-rated bonus when they retire, based on the number of calendar months of full time active employment credited to them from the preceding November 1st to the date of cessation of their active employment.
- F. Terminations. Employees whose employment terminates for other reasons prior to November 1st shall not be eligible to receive a Longevity Bonus.

- G. Schedule. Payment of the Longevity Bonus shall be based on the following schedule:

	<u>FULL TIME</u>	<u>PART TIME</u>
5 years through 9 years	4%	2%
10 years through 14 years	6%	3%
15 years through 19 years	8%	4%
20 years and over	10%	5%

- H. Annual Base Salary. The Longevity Bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a Longevity Bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any other compensation. No Longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of Fourteen Thousand Dollars (\$14,000).

- I. Initial Bonus. Employees who are receiving a longevity bonus for the first time shall, in addition to the bonus called for above, receive an amount equal to a pro-rated portion based upon the number of months between their anniversary date and November 1. The formula shall be:

$$\text{Regular longevity} \quad X \quad \frac{\text{full months between anniversary date and November 1}}{12}$$

- J. Initial Step Bonuses. Employees who are receiving the 10 year, 15 year, or 20 year amount for the first time shall, in addition to the bonus called for above, receive an amount equal to a pro-rated portion, based upon the difference between the old rate and the new rate and the number of months between their anniversary date and November 1. The formula shall be:

$$\frac{\text{New longevity - former longevity}}{\text{former longevity}} \quad X \quad \frac{\text{full months between anniversary date and November 1}}{12}$$

- K. Transfers. Effective with the 1992 Longevity check, employees who meet the eligibility requirement for the initial longevity check and transfer from part-time to full-time status, or from full-time status to part-time status during the year shall receive a pro-rated payment, receiving the full-time rate for the months the employee is full-time for the majority of the month, and receiving part-time rate for the months the employee is full-time for the majority of the month.

5.6 COMPENSATION

- A. Salary Schedule. Each employee shall be placed in the step according to the salary schedule of this Agreement within the code corresponding to her/his classification according to her/his anniversary date, which is the employee's original date of continuous permanent employment.
- B. Master Degrees. Employees at the P-6 salary grade in a classification to which the P-7 salary grade may be applicable, as set forth in the attached classification salary code listing, are eligible for movement to the P-7 classification, upon attainment of a higher degree from an accredited college or university, provided:
1. The higher degree is job-related.
 2. Generally the recognized job-related degrees to be eligible for a higher classification will be limited to a Masters degree in Social Work, which would lead to appropriate certification, a Masters degree in Psychology, which would lead to appropriate licensure, or other related Master degree areas which will be considered on an individual basis in conjunction with the academic program and the position in which the employee will be working.
 3. An individual employee entering a degree program after the effective date of this contract, other than a degree in Social Work or Psychology that will result in appropriate certification or licensure, shall notify, in writing, the Human Resource Director, prior to beginning such program in order to ascertain whether or not the degree program is eligible for a higher classification. The Human Resource Director shall review the notice and within ten (10) working days either declare the program eligible or ineligible and notify the employee, in writing, of her/his decision. The employee shall have the option of appealing this decision to the Clinical Director. The Clinical Director shall review the material and within ten (10) working days either declare the program eligible or ineligible and notify the employee, in writing, of her/his decision. The employee shall have the option of appealing the decision to the Degree Review Committee. The Degree Review Committee shall be composed of the Clinical Director, two (2) bargaining unit members selected by the Union who have a degree comparable with or at a higher level than the degree being considered, the Program Director and immediate Supervisor of the position to be filled. The Human Resource Director and the employee's Union Representative shall be non-voting members of the Committee. The Committee shall meet within fifteen (15) working days and review the degree. A majority of the above stated persons must vote to declare the program eligible or ineligible. The decision of the Degree Review Committee shall be final and not grievable.
- The criterion to be used in review of this degree shall be:
- a) The core course content;

- b) If a practicum or internship is to be completed;
 - c) Elective course work relevant to the employee's current position;
 - d) Whether completion will result in appropriate certification or Licensure;
 - e) Whether the degree is relevant to the employee's current position.
- C. Doctoral Degree. All classifications requiring a Ph.D. shall hereafter be filled through the posting procedure.
- Employees paid at the (P-10) level as of the effective date of this contract, shall remain at that level.
- D. Reclassifications. If an employee is reclassified to a higher classification, such employee shall be placed in a step within the salary schedule corresponding to such classification, so as not to result in any decreases in the employee's salary.
- E. P-7 Reclassifications. Professional staff at the P-6 level who attain a Master's Degree and are eligible to be reclassified to the P-7 level under Section 5.6 B, shall be placed in the step which gives them a salary increase of not less than \$750 dollars annually.
- F. Doctoral Promotions. Professional staff promoted to a classification requiring a Doctorate Degree, or at the P-10 level and promoted to the P-11 level, shall be placed in the step which gives them a salary increase of not less than \$750 dollars annually.
- G. Working in Higher Classification. If an employee is temporarily assigned to a higher classification for a period of time greater than thirty-one (31) calendar days and that employee is then permanently reclassified to a higher classification he/she shall be placed on the step within the salary schedule corresponding to the classification that results in an increase of at least seven (7) percent, but in no event higher than the highest step for the classification.
- H. Retroactive Effect. The benefits provided by this Agreement shall be effective as of the effective date of this Agreement unless otherwise stipulated. No benefits of any nature, whether fringe benefits, by way of example and not limitation, or any other, shall be retroactive, except salaries which shall be retroactive January 1, 1992, as provided herein.
- I. Initial Step Level. The original hire date of an employee into any position shall be at the minimum rate of the classification, provided that in exceptional circumstances, an employee may be placed at a higher step level due to previous experience as determined in the sole and absolute discretion of the Employer.

- J. Steps. The date of beginning continuous employment in a regular part-time or full-time position shall be used to determine salary step placement for a new employee. This shall be the classification date for employees hired prior to the effective date of this Agreement. For all other benefits under this Agreement, the date of beginning continuous employment in regular part-time or full-time position with the Employer shall be used and shall be deemed to be the date of hire for all employees. Special part-time employees shall be placed on the salary steps based on the number of hours of worked in their position, with one thousand eight hundred (1,800) hours worked equalling one (1) year. Notwithstanding the above, special part-time employees that were employed by the Board on or before December 31, 1990, and remain continuously employed with the Board thereafter, shall be placed on the steps based on their date of hire, with each full calendar year from the date of hire equaling one (1) year. No employee shall have their current step level reduced under this paragraph. In the event a special part-time employee is hired into a regular position, such employee shall be given credit for their continuous service in the special part-time position unit with regard to placement on the salary schedule for their new regular positions. It is expressly understood that special part-time employees shall not be entitled to any fringe benefits pursuant to this Collective Bargaining Unit, including the benefits outlined in Section 4 and 5 of this Agreement and any letters of understanding between the parties, except to the extent any such benefits are expressly designated as being applicable to special part-time employees, and also except as to the benefits set forth in Sections 4.1 D, E, and F (Unpaid Leaves); Section 5.7 (Deferred Compensation, to the extent permitted by the approved Deferred Compensation Plan); Section 5.10 (Psychiatric Outpatient); and Section 5.11 (DCAP, to the extent permitted by such plan).
- K. Demotion. If an employee is demoted as a result of disciplinary action, the employee will receive the rate in the lower classification that will result in the lowest possible decrease in pay.
- L. Classification Changes. The Employer has the right to change the classification of an employee, even if the classification change results in a demotion, provided the decision to make such a classification change is based on good economic or programmatic reasons. The Employer agrees that the Union will be notified in writing ten (10) days in advance of any classification changes made for other than disciplinary reasons. The Employer also agrees that such classification changes would not be made in an arbitrary or capricious manner.
- M. Pro-Rated Salary. For employees working less than full-time, salaries shall be pro-rated based on the number of hours worked.

5.7 DEFERRED COMPENSATION

The Employer shall provide a Deferred Compensation Plan. It is also agreed that there will be a Deferred Compensation Committee, composed of the Board Human Resource Committee Chairperson, Board Human Resource Director, Board Finance Director, and a Union member to be selected by the Union. The Committee will review the plan and make recommendations regarding changes.

5.8 DENTAL COVERAGE

The Employer agrees to pay the full premium for dental coverage, as hereinafter set forth, for full-time employees and their families. The plan shall include Class I benefits as follows:

One hundred percent (100%) of a contracting dentist's charge for preventive, diagnostic (except radiographs), and emergency palliative (Class I) services and eighty-five percent (85%) for the balance of Class I benefits. For care rendered by a non-contracting dentist, the carrier will pay the applicable percentage of the dentist's fee for the service or the applicable percentage of the amount set forth in the Table of Allowances, whichever is less. The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed. This Section shall not be applicable to other than full-time employees. All new employees shall have a waiting period of six (6) months from the eighth day of the month following their date of regular employment before becoming eligible for dental insurance.

5.9 OPTICAL COVERAGE

The Employer agrees to pay the full premium for Optical Coverage as hereinafter set forth, for full-time employees and their families. The terms and conditions of such Optical Coverage shall be those outlined in Blue Cross/Blue Shield's Series A-80 Plan, Bulletin CB 0040 June 83.

The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed. This section shall not be applicable to other than full time employees.

5.10 PSYCHIATRIC OUTPATIENT COVERAGE

Outpatient Psychiatric Care shall be provided to an employee and her/his family at no cost at the nearest community mental health facility of the Employer providing the necessary service, provided the employee and her/his family shall not demand or receive care in any manner other than that which is provided to the general public, provided, further, that the Employer shall be entitled to any third party payments to which the employee or her/his family would be entitled were he/she charged for the services rendered.

5.11 DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)

- A. Plan. The Employer shall adopt and maintain a Dependent Care Assistance Plan for employees. The plan is intended to qualify as a Dependent Care Assistance Program under Section 125 of the Internal Revenue Code of 1954 as amended.
- B. Plan Continuation. It is agreed that the Employer will be responsible for the maintenance of this plan only to the extent that the payment for such services continues to be an allowable tax sheltered salary reduction deductible from payroll under applicable provisions of federal law.
- C. Funds. It is understood and agreed that the Employer is not obligated to provide funds to cover the actual cost of Dependent Care Services.

6.12 SHIFT DIFFERENTIAL

- A. Shift Differentials. Effective October 1, 1992, the Employer shall pay the following shift differentials:

25¢/hour for shifts 5:00 p.m. - 12:00 midnight
35¢/hour for shifts 12:00 midnight - 8:00 a.m.

- B. Hours Eligible. In order to receive the shift differential, a majority of the employee's hours for that particular shift must fall within the above times. On-call work is excluded.

6.13 TAXES ON LONGEVITY BONUSES

Effective December 1, 1991, the Employer shall use an employee's actual tax rate for federal tax deductions for separate paychecks (i.e., longevity) instead of using the twenty percent (20%) rate.

SECTION 6

MISCELLANEOUS

6.1 MISCELLANEOUS

- A. Successor Clause: This Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of the law, and in the event of Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

- B. Headings: The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.

- C. Legality: This Agreement is subject to the United States and Michigan Constitutions, Federal and State Laws.

- D. Savings Clause: If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, by any court of competent jurisdiction or through government regulations or decree, the validity of the remaining provisions of this Agreement shall not be affected thereby.

SECTION 7

TERMINATION AND MODIFICATION

7.1 TERMINATION AND MODIFICATION

- A. Term. This Agreement shall continue in full force and effect until September 30, 1994 inclusive except that Economic Sections may be reopened for negotiations as of October 1, 1993, by either party giving sixty (60) days prior written notice of its desire to negotiate same.
- B. Notice. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- C. Continuation. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- D. Expiration. If notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- E. Amendments. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other items of this Agreement.
- F. Mail. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Union, to the President, Office and Professional Employees International Union, Local 459; and if the Employer, to the Human Resource Director, Community Mental Health Board, Clinton-Eaton-Ingham Counties.

EFFECTIVE DATE AND SIGNATURE

THIS AGREEMENT shall take effect on the 14th day of May, 1992, except as otherwise expressly provided in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 9th day of July, A.D., 1992.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 459, AFL-CIO

Joseph Marutiak
Joseph Marutiak, Service
Representative

Avis Allmon
Avis Allmon, Bargaining Team

Jeff Fleming
Jeff Fleming, Bargaining Team

Gayle Gingrich
Gayle/Gingrich, Bargaining
Team

Mark Langan
Mark Langan, Bargaining Team

COMMUNITY MENTAL HEALTH
CLINTON-EATON-INGHAM
COUNTIES

Andrea Yokich
Andrea Yokich, Board
Chairperson

Louise Wirbel
Louise Wirbel, Board Secretary

Barbara Rathbun
Barbara Rathbun, Human
Resource Director

APPENDIX A
CLASSIFICATION CHANGES

LETTER OF UNDERSTANDING

COMMUNITY MENTAL HEALTH BOARD - CLINTON/EATON/INGHAM COUNTIES

AND

OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL

UNION - LOCAL 459 - AFL-CIO

Reclassifications, New Classifications, and New Titles

THIS AGREEMENT is made and entered into this 3rd day of April, 1992, between the Community Mental Health Board, Clinton, Eaton and Ingham Counties (hereafter referred to as the "Employer") and the Office and Professional Employees International Union Local 459 - AFL-CIO (hereafter referred to as the "Union").

WHEREAS, the Employer and the Union have agreed to the establishment of certain new classifications, certain reclassifications, and certain position title changes during the collective bargaining process; and

WHEREAS, the parties wish to clarify the application and implementation of the foregoing.

1. The following Professional classifications are recognized as "Allied Health":

SALARY CODE	POSITION TITLE
P-9	Behavioral Psychologist (DD)
P-10	Nurse Practitioner
P-7	Nutritionist
P-9	Occupational Therapist
P-7	Registered Nurse
P-10	Sr. Behavioral Psychologist (DD)
P-9	Sr. Nurse
P-9	Sr. Nutritionist
P-10	Sr. Occupational Therapist
P-10	Sr. Speech & Language Pathologist
P-9	Speech & Language Pathologist

2. No current employee in a classification that was reflected in the prior contract's salary schedules as being at the P-6, P-7, and P-8 Levels, shall be involuntarily reclassified to a classification which is P-6, but not P-7. If such an employee bumps into one of these classifications as a result of a layoff, that employee shall not have her/his salary reduced.

3. A current employee who is in a classification reflected on the prior contract salary scales as being at the P-6, P-7, and P-8 level, who is currently being paid at the P-6 level and applies for or bumps into a classification within the same program which is P-6, but not P-7, shall retain the right to move to P-7 classification upon meeting the criteria in Section 5.6 B, provided there is at least one (1) other employee being paid at the P-7 rate in that subunit.


4. The Employer will not require staff to perform duties outside of the scope of a licensures, certifications and registrations for which they are being compensated. Some of these duties include: P-6, employees at this level are not required to:

- a. Perform independent diagnostic interviews and diagnostic assessments leading to a formal diagnosis.
- b. Facilitate admissions to a psychiatric hospital (a P-6 employee may assist a higher level employee in such an admission);
- c. Administer and interpret various psychological tests;
- d. Conduct individual or group psychotherapy;
- e. Supervise Academic interns or practicum students.

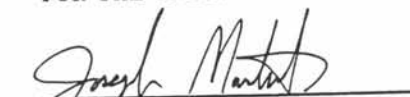
This Letter of Understanding shall continue for the duration of the contract effective from May 14, 1992.

In Witness Whereof the parties shall execute this Agreement on this 9th day of July, 1992.

FOR THE BOARD:


Barbara Rathbun
Human Resource Director

FOR THE UNION:


Joseph Marutiak
Service Representative

APPENDIX B
DISTRIBUTION OF
LONGEVITY BONUS

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

THIS AGREEMENT is made and entered into this 3rd day of April, 1992 between the Community Mental Health Board Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office of Professional Employees International Union Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Collective Bargaining Agreements call for Longevity Bonuses to be distributed once per year, and

WHEREAS, the Employer and the Union desire to change to a system where Longevity Bonuses are distributed by seniority dates, and

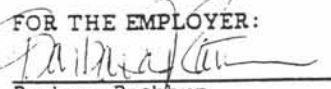
WHEREAS, the Employer has stated it cannot make such a change due to the Payroll Computer System currently in place, It agreed as follows:

- 1) If the Payroll Computer System used by the Employer changes to give the Employer the ability to administer a system where longevity can be distributed by seniority dates, the Union and the Employer will begin negotiations on implementing such a system.
- 2) If parties are unable to reach an agreement on implementing a new system, the current Contract language shall continue.

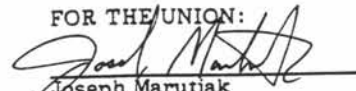
This Letter of Understanding shall commence on the 1st day of October, A.D. 1991, and shall continue to the 30th day of September, A.D., 1994 unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on this 9th day of July 1992.

FOR THE EMPLOYER:


Barbara Rathbun
Human Resource Director

FOR THE UNION:


Joseph Marutiak
Service Representative

APPENDIX C
AUTOMOBILE INSURANCE
REIMBURSEMENT

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

THIS AGREEMENT is made and entered into this 3rd day of April, 1992 between the Community Mental Health Board Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Employer and the Union have agreed that the mechanism for obtaining Automobile Insurance Reimbursement called for in Section 3.7 of the Residential Contract, may not work for some employees.

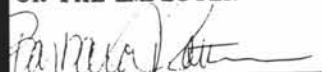
It is agreed that:

) The Employer shall assist, if requested, in obtaining insurance for employees who transport clients in their personal vehicles.

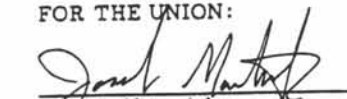
This Letter of Understanding shall commence on the 1st day of October A.D., 1991, and shall continue to the 30th day of September, A.D., 1994 unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the 9th day of July, 1992.

FOR THE EMPLOYER:


Barbara Rathbun
Human Resource Director

FOR THE UNION:


Joseph Marutiak
Service Representative

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

Large Unit Sick Leave Policy and Residential Unit

THIS AGREEMENT is made and entered into this 3rd day of April, 1992 between the Community Mental Health Board, Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office and Professional Employees International Union Local 459, AFL-CIO (hereinafter referred to as the "Union").

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

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

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

THEREFORE, IT IS HEREBY AGREED AND UNDERSTOOD between the parties that:

1. An employee may donate accumulated Sick Leave at any time to the Sick Leave Bank provided:
 - A. No more than forty (40) hours of accumulated Sick Leave is donated during employment with the Employer.
 - B. Accumulated Sick Leave is donated in hourly increments.
 - C. Accumulated Sick Leave is not donated within thirty (30) calendar days of termination. Any hours donated during this period shall be voided.
2. An employee may receive Sick Leave from the Sick Leave Bank provided:
 - A. The employee is eligible for Disability as defined in Article 5.3 of the Collective Bargaining Agreement.

- B. The employee has used or will use all of her/his accumulated Sick Leave and Compensatory Time prior to the end of the thirty (30) day waiting period; and the injury or disability is not covered by Worker Compensation.

Sick leave bank hours may only be used retroactively to offset unpaid sick time which has occurred during the thirty (30) calendar day waiting period.

- C. It is in accordance with the following schedule:

1. An employee who is disabled for at least thirty-one (31) calendar days but less than sixty (60) is eligible to receive five (5) days from the Sick Leave Bank provided there are hours in the bank. This shall be pro-rated for part-time employees, e.g., half-time staff will receive 4 hours/day.
2. An employee who is disabled for at least sixty (60) calendar days but less than ninety (90) is eligible to receive fifteen (15) days from the Sick Leave Bank provided there are hours in the bank. This shall be pro-rated for part-time employees, e.g., half-time staff will receive 4 hours/day.
3. An employee who is disabled for ninety (90) or more calendar days is eligible to receive a maximum of twenty-two (22) days from the Sick Leave Bank provided there are hours in the bank. This shall be pro-rated for part-time employees, e.g., half-time staff will receive 4 hours/day.

- D. If an employee exhausts all accumulated Sick Leave and Compensatory Time and then uses Annual Leave to cover some of thirty (30) day waiting period, that employee shall receive Annual Leave instead of Sick Leave. This Annual Leave shall be placed in the employees Annual Leave Bank. In the Residential Unit the same shall apply to Paid Days off.

All hours donated shall be considered of equal value regardless of the salary level of the employee donating. All hours received shall be considered of equal value regardless of the salary level of the employee accepting the hours.

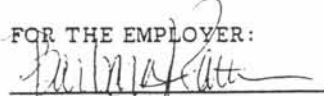
Any requests to donate or receive Sick Leave hours shall be made in writing to the Human Resource Director. The effective date for the request is the date the request is received by the Human Resource Office or thirty-one (31) days after the disability begins, whichever is later. Hours from the Sick Leave Bank shall be assigned on a first come first served basis using the effective date of the request.

5. The Human Resource Director shall maintain a record of any hours donated or received and furnish the Union with a copy upon request.

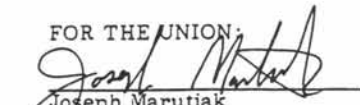
This Letter of Understanding shall commence on the 1st day of October, A.D., 1991 and shall continue to the 30th day of September, A.D., 1994 unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on this 9th day of July, 1992.

FOR THE EMPLOYER:


Barbara Rathbun
Human Resource Director

FOR THE UNION:


Joseph Marutiak
Service Representative

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

WHEREAS, the Employer and the Union have agreed to change from a system based upon date of hire to a system based upon hours of paid for:

Probationary Periods
Trial Periods
Salary Steps
Longevity

and,

WHEREAS, the Employer does not yet have in place a mechanism for accurately tracking hours paid, and

WHEREAS, the parties wish to have a mechanism for converting from the current system to an hours paid system when the tracking mechanism is in place,

THEREFORE, it is agreed as follows:

1. The Employer shall notify the Union when it has established a mechanism for tracking employees by hours paid. The system must include the capability to give each employee their hours paid to date with each paycheck.
2. After receiving such notice, the parties will meet to negotiate any details in the transition from one system to the other which are not included below. The parties may also mutually agree to negotiate seniority based on hours paid.
3. Upon satisfactory completion of the negotiations on the transition and upon actual implementation of the mechanism, the collective bargaining agreement shall be amended in the following ways with all other provisions remaining in full force and effect.

Probationary Period:

FIRST: Section 2.1(B) shall be amended to read:

- 1) "ninety (90) calendar days" is changed to read "five hundred twenty (520) hours paid",
- 2) "one hundred eighty (180) calendar days" is changed to read, "one thousand forty (1,040) hours paid",
- 3) "thirtieth (30th) day" is changed to read, "one hundred seventieth (170th) hour paid",
- 4) "sixty (60) calendar days" is changed to read, "three hundred and fiftieth (350th) hour paid."

SECOND: Section 2.3 (G) - shall be amended to read:

- G. If a Bargaining Unit employee is selected for a vacant position, even if such selection results in a Lateral Transfer, the Employer shall evaluate the employee during a trial period of five hundred twenty (520) hours paid, and shall retain the right to any time after the one hundred seventy (170) hours paid of the trial period deny the promotion or Lateral Transfer if the employee is not performing in a satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to her/his former position and shall not suffer any loss of seniority or loss of pay based on the pay for the position to which the employee is returned. The Employer's decision to deny the promotion, and return the employee to her/his former position of unsatisfactory performance shall not be subject to the Grievance Procedure.

During the first three hundred fifty (350) hours paid of the trial period, the employee shall have the option to revert back to her/his former position, upon written notice to the Employer, without loss of seniority. During the trial period, an employee will receive the rate of pay for the job he/she is performing.

THIRD: Section 5.5 shall be amended to read:

5.5 Longevity

All regular full time and part time employees covered by this Agreement will receive a Longevity bonus in addition to their regular pay according to the following rules and schedule of payment.

- A. The bonus will be computed as a percentage of the salary received in the two thousand eighty (2,080) hours preceding the bonus, however, no longevity payment shall be made for that portion of an employee's regular salary which is in excess of \$14,000.00.

B. Payment shall be based upon the following schedule:

<u>Hours Paid</u>	<u>Percentage</u>
10,400	4%
12,480	4%
14,560	4%
16,640	4%
18,720	4%
20,800	6%
22,880	6%
24,960	6%
27,040	6%
29,120	6%
31,200	8%
33,280	8%
35,360	8%
37,440	8%
39,520	8%
41,600	10%

and each progressive interval of 2,080 hours

- C. The longevity bonus shall be calculated from the employee's original date of hire.
- D. Employees whose employment terminates because of retirement shall be paid a pro-rated bonus when they retire based upon number of hours worked since the last bonus. Employees whose employment terminates for other reasons prior to receiving a bonus shall not be eligible for a bonus.

FOURTH: Section 5.6 (G) shall be amended to read:

- G. 1. Steps for Employees Hired Prior to the Effective Date of This Language. Employees hired prior the effective date of this language, that date being _____, who remain continuously employed by the Board thereafter, shall be placed on the steps based upon their date of hire with each full calendar year from the date of hire equaling one (1) year for steps.
2. Steps for Employees Hired After the Effective Date of This Language. Employees hired after the effective date of this language, that date being _____, shall receive a step for each full calendar year in which the employee is paid at least one thousand nine hundred (1,900) hours. If the employee is not paid one thousand nine hundred (1,900) hours in a calendar year, the employee will receive the step when the employee reaches one thousand nine hundred (1,900) hours, and so on.

3. Other Benefits. For all other benefits under the Agreement, the date of beginning continuous employment in Regular part-time or Regular full-time position with the Employer shall be used and shall be deemed to be the date of hire for all employees.
4. Special Part-time. It is expressly understood that special part-time employees shall not be entitled to any fringe benefits pursuant to this Collective Bargaining Unit including the benefits outlined Section 4 and 5 of the Agreement and any letters of understanding between the parties, except to the extent any such benefits are expressly designated as being applicable to special part-time employees, and also except as to the benefits set forth in Sections 4.1 D, E, and F (Unpaid Leaves); Section 5.4 (Deferred Compensation, to the extent permitted by the approved Deferred Compensation Plan); Section 5.7 (Psychiatric Outpatient); and Section 5.11 (DCAP, to the extent permitted by such plan).

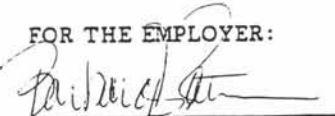
FIFTH: Section 6.1 shall be amended to add:

- F. Hours Paid as used in this Agreement shall include any hour that an employee works or receives paid leave. It shall include sick leave, vacation, and personal leave. It shall not include unpaid leaves including disability or workers compensation except that it shall include unpaid leave taken under the Employer's "Voluntary Unpaid Leave Policy." Overtime shall be counted as straight time for this purpose.

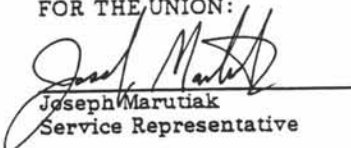
This Letter of Understanding shall commence on the 1st day of October, A.D. 1991 and shall continue to the 30th day of September, A.D., 1994 unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the 9th day of July, 1992.

FOR THE EMPLOYER:


Barbara Rathbun
Human Resource Director

FOR THE UNION:


Joseph Marutiak
Service Representative

APPENDIX F
ADDITIONAL VARIABLE HOURS

LETTER OF UNDERSTANDING

COMMUNITY MENTAL HEALTH BOARD - CLINTON/EATON/INGHAM COUNTIES
AND
OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION - LOCAL 459 - AFL-CIO

THIS AGREEMENT is made and entered into this 3rd day of April, 1992, between the Community Mental Health Board, Clinton, Eaton and Ingham Counties (hereafter referred to as the "Employer") and the Office and Professional Employees International Union Local 459 - AFL-CIO (hereafter referred to as the "Union").

WHEREAS, the Employer and the Union have entered a number of prior letters of agreement on additional variable hours ("AVH"); and

WHEREAS, the parties desire to extend these agreements for the duration of the current agreement.

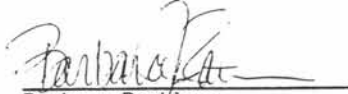
THEREFORE, it is agreed that the following letters of understanding are hereby extended for the duration of the current agreement, being through the 30th day of September 1994:

1. AVH-CSATP (Professional Staff), dated 7/31/91 (No. 17.1), as amended 2/25/92 (No. 17.2);
2. AVH-CSATP (Support Staff), dated 6/12/89 (No. 18.0), as amended 7/31/91 (No. 18.1);
3. AVH-CSDD (Professional Staff), dated 8/1/91 (No. 19.1);
4. AVH-CSDD (Secretarial Staff), dated 9/30/90 (No. 20.0), as amended 7/31/91 (No. 20.1);
5. AVH - Children's Program (Professional Staff), dated 8/1/91 (No. 23.0);
6. AVH - Children's Program (Support Staff), dated 8/1/91 (No. 24.0).

7. AVH-CSS (Professional Staff), dated 10/8/91;
8. AVH-CSS (Support Staff), dated 10/8/91.


IN WITNESS WHEREOF the parties have executed this Agreement on this
9th day of July, 1992.

FOR THE BOARD:



Barbara Rathbun
Human Resource Director

FOR THE UNION:



Joseph Marutiak
Service Representative

APPENDIX G
CASUAL EMPLOYEES

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

THIS AGREEMENT is made and entered into this 9th day of July 1992, between the Community Mental Health Board, Clinton, Eaton and Ingham counties (hereinafter referred to as the "CMHB") and the Office of Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "OPEIU").

WHEREAS, the OPEIU has entered into collective bargaining agreements and amendment agreements with the CMHB for certain regular full time and part time and special part time CMHB, excluding casual employees; and

WHEREAS, a previous Letter of Understanding existed on how special part time employees, which then included casual employees, would be placed on the collectively bargained salary schedules; and

WHEREAS, the parties wish to clarify the placement of casual employees on such salary schedules consistent with this new collective bargaining agreement for special part time employees.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties as follows:

1. Casual employees shall be placed on the salary steps based on the number of hours worked in their position, with one thousand eight hundred (1,800) hours worked equalling one (1) year for each year reflected on the collectively bargained salary schedule. In the event that a former regular or special part-time employee reduces to casual status, such employee shall be given credit for the continuous service in the regular or special part-time position, and their step level prior to the transfer shall not be reduced. After such transfer, the casual employee shall then move to the next step based on the completion of the requisite number of hours worked from their last step increase with one (1) year on the step scale equalling one thousand eight hundred (1,800) hours worked.

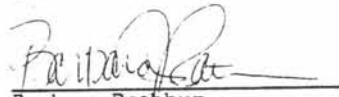
2. Notwithstanding paragraph 1 above, any non-residential casual employees that were employed by the Board on or before December 31, 1990, and remain continuously employed with the Board thereafter, shall be placed on the steps based on their date of hire, with each full calendar year from the date of hire equalling one (1) year.

3. In the event a non-residential casual employee is hired into a regular or special part-time CMHB position, such employee shall be given credit for their continuous service with CMHB in a casual position with regard to their placement on the salary schedule within their new regular or special part time position as outlined in this Letter of Understanding. Notwithstanding the placement on the salary schedule, any such casual employee accepting a regular or special part time position shall be subject to the normal probationary periods set forth in the Collective Bargaining Agreement between the OPEIU and the CMHB from their date of hire into a regular or special part time position and shall have their date of hire for fringe benefits other than salary set as the effective date of their hire into such regular position.

4. This Letter of Understanding shall be applicable to non-residential casual employees only.

5. This Letter of Understanding shall commence on the 1st day of October 1991, and shall remain in effect through September 30, 1994, and shall thereafter continue in effect until either party provides the other party written notice of termination.

FOR THE BOARD:


Barbara Rathbun
Human Resource Director

FOR THE UNION:


Joseph Marutiak
Service Representative

APPENDIX H
EVALUATIONS AND
ASSESSMENTS

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

THIS AGREEMENT is made and entered into this 3rd day of April 1992, between the Community Mental Health Board, Clinton, Eaton and Ingham counties (hereinafter referred to as the "Employer") and the Office of Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Contract between the Union and the Employer call for exempt professional employees to be given compensatory time off for approved overtime and,

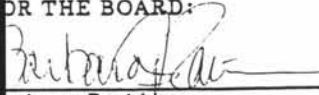
WHEREAS, the Employer wishes to reimburse some exempt professional employees at the rate of time and one-half (1-1/2) for approved overtime and,

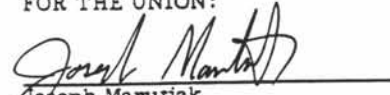
WHEREAS, the Union is agreeable to this change and,

HEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

Approved overtime for Occupational Therapists (O.T.'s) at CSDD, for Developmental Disability Clinicians (DDCs) performing psychological evaluations and assessments and other Medicaid or other third party pay reimbursement, shall be paid at time and one-half (1 1/2) instead of compensatory time. Leaves of absence, such as sick leave, annual leave and holiday pay, shall count as time worked for purposes of this overtime.

This Letter of Understanding shall expire on September 30, 1994, or upon either party giving ten (10) days written notice of cancellation to the other party.

FOR THE BOARD:

Barbara Rathbun
Human Resource Director

FOR THE UNION:

Joseph Marutiak
Service Representative

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

THIS AGREEMENT is made and entered into this 3rd day of April 1992, between the Community Mental Health Board, Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office of Professional Employees International Union, Local 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Union has urged the Employer to adopt Flexible Work Hours for the Clerical/Secretary Staff, and

WHEREAS, the Employer maintains that scheduling needs prevent it from adopting such a program,

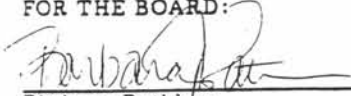
It is agreed as follows:

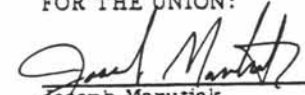
1. The Employer will attempt to provide Flexible Work Schedules for Clerical/Secretarial Staff to the extent possible based upon program and scheduling needs as determined by the Employer.

2. If the Employer provides Flexible Work Schedules the Employer will notify the Clerical Staff, in writing, of the guidelines used in administering the schedule.

This Letter of Understanding shall commence on the 1st day of October, A.D., 1991, and shall continue to the 30th day of September, A.D., 1994 unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on this 9th day of July, 1992.

FOR THE BOARD:

Barbara Rathbun
Human Resource Director

FOR THE UNION:

Joseph Marutiak
Service Representative

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 459, AFL-CIO

AUTHORIZATION FOR DEDUCTION OF DUES OR SERVICE FEE
TO THE COMMUNITY MENTAL HEALTH BOARD

(Print full name)

I hereby assign to the Office and Professional Employees International Union, Local 459, AFL-CIO, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as indicated on each one):

- A. **UNION DUES.** OPEIU may certify as due and owing from me union dues, special dues, or an initiation fee or reinstatement fee. (With this option you will be a Union member and will be eligible to vote on Union affairs and to hold Union office.)
- B. **SERVICE FEE.** OPEIU may certify as due and owing from me a service fee as provided for in the collective bargaining agreement and as permitted by law. (With this option you will not be a Union member. You will still be represented by the Union for purposes of collective bargaining but you will not be eligible to vote or to hold office.)

I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and OPEIU, Local 459 at any time this authorization is in effect.

This assignment authorization and direction shall be irrevocable for the period of one year or until the termination of the Agreement between my Employer and OPEIU (including any extensions, renewals or modification thereof of any new Agreement between my Employer and OPEIU), whichever occurs sooner, and I agree and direct that this assignment authorization and direction shall be automatically renewed, irrevocable for successive periods of one year unless written notice of its revocation is given by me to my Employer and OPEIU, Local 459 by registered mail, return receipt requested, not more than twenty days, not less than ten days prior to expiration of each term of one year or until the termination of the Agreement between my Employer and OPEIU (including any extensions, renewals or modifications thereof or any new Agreement between my Employer and OPEIU), whichever occurs sooner.

(Signature) (Date)

(Address)

(City) (State) (Zip)

(Social Security Number)

(Date)

signed in triplicate
copy to Employee
copy to Union
copy to Employer

APPENDIX K
ADVANCING SICK LEAVE

WORKER'S COMPENSATION POLICY ON
ADVANCING SICK LEAVE

- SUBJECT:** Advancing Sick Leave
- SCOPE:** All Regular Union, Large and Small Unit, CMHB Employees, and Large Unit Special Part Time Employees.
- PURPOSE:** To minimize the financial impact on employees injured by CMHB clients, when the employee is not yet eligible for worker compensation disability benefits because of the waiting period requirement.
- POLICY:** Advancing Sick Leave -- Large Unit CMHB employees, including Resident Managers who do not have sufficient sick leave accumulations, will be advanced sick leave to cover the waiting period (the first six (6) days). Employees will be required to pay back the advance. Forty-eight (48) hours is the maximum number of hours that can be advanced, generally eight (8) hours per day.
- Free Paid Days Off -- Residential Unit employees, excluding Resident Managers, and Large Unit Special Part Time Employees will be given paid days off to cover the waiting period (the first six (6) days). Employees will not be required to pay back paid days off.
- In the case of Large Unit Special Part Time Employees, the hours granted shall be determined by the days the employee was scheduled, if the employee is scheduled in advance; and if not scheduled in advance, the number of hours per week average over the prior two (2) pay periods will be used to calculate pay.
- Forty-two and eighty-eight hundredths (42.88) hours is the maximum number of hours that can be provided, generally five and thirty-six hundredths (5.36) hours per day. These free hours are calculated at the same rate as worker compensation (i.e. two-thirds [2.3]).
- All claims under this policy must meet worker compensation injury criteria.
- PROCEDURE:** The employee must submit an incident report (accompanied by a doctor's statement recommending specific dates to be off) and a note requesting advance sick leave or free paid days off to the Personnel Office, attention Payroll and Benefits Specialist.

The Payroll Specialist will file a worker compensation claim.

The Payroll Specialist will check the employee's sick bank accumulations, and compare this with the request.

Eligible residential employees will have the hours added to their time card.

Large Unit Personnel, Residential Managers and Business Managers, must use all accumulated sick leave before applying for an advance under this policy.

The number of "advanced" hours requested will be reflected on the time card and punched into the computer. The employee will have a negative balance on the next time card and any successive time cards until the negative sick leave balance reaches zero (0), and positive accumulations begin again. This paragraph does not apply to "free" paid days off request.

ADMINISTRATION: All regular Union CMH employees.

SUPERSEDES: Policy on same.

RELEVANT DOCUMENTS: Time card, incident report, worker compensation claim form.

ATTACHMENT 1
TOPS UNION CLASSIFICATIONS

UNION CLASSIFICATION
TECHNICAL, OFFICE, PARA-
PROFESSIONAL AND SERVICE WORKERS
(TOPS)

SALARY CODE	POSITION TITLE
7	L.P.N.
3	Clinical Records Clerk
6	Dietary Technician
1	Drug Monitoring Technician
3	Machine Operator
6	Mental Health Worker
3	Production Aide
7	Production Technician
1	Receptionist
5	Referral Worker
5	Reimbursement Clerk
5	Residential Service Worker
4	Scheduler
5	Secretary I
1	Security Guard
7	Sr. Mental Health Worker
7	Sr. Substance Abuse Worker
7	Sr. Training & Habilitation Instructor
7	Sr. Workshop Payroll/Bookkeeper
6	Substance Abuse Worker
3	Switchboard Operator
6	Training & Habilitation Instructor
1	Typist Clerk I
3	Typist Clerk II
2	Van/Bus Driver
6	Vocational Services Worker
6	Workshop Payroll/Bookkeeper

ATTACHMENT 2
TOPS SCHEDULE (1/1/92)

SALARY SCHEDULE
TECHNICAL, OFFICE,
PARA-PROFESSIONAL
AND SERVICE WORKERS

Effective 1/1/92

	STEP 1 STARTING SALARY	STEP 2 END OF 1ST YR	STEP 3 END OF 2ND YR	STEP 4 END OF 3RD YR	STEP 5 END OF 4TH YR	STEP 6 END OF 5TH YR
T-1	7.629 15,867	8.102 16,851	8.354 17,375	8.643 17,976	8.860 18,428	9.219 hr. 19,176 yr.
T-2	7.872 16,373	8.354 17,375	8.601 17,890	8.898 18,507	9.129 18,987	9.515 hr. 19,791 yr.
T-3	8.094 16,834	8.581 17,847	8.835 18,376	9.149 19,030	9.402 19,555	9.792 hr. 20,367 yr.
T-4	8.336 17,339	8.835 18,376	9.104 18,936	9.446 19,647	9.698 20,171	10.092 hr. 20,990 yr.
T-5	8.509 17,698	9.007 18,734	9.276 19,294	9.617 20,003	9.870 20,529	10.264 hr. 21,348 yr.
T-6	8.735 18,169	9.245 19,248	9.547 19,857	9.890 20,570	10.141 21,093	10.539 hr. 21,920 yr.
T-7	8.994 18,706	9.548 19,859	9.844 20,474	10.186 21,186	10.438 21,711	10.842 hr. 22,550 yr.
T-8	9.253 19,246	9.840 20,467	10.140 21,090	10.482 21,802	10.736 22,330	11.142 hr. 23,176 yr.

ATTACHMENT 3
TOPSSCHEDULE (4/1/93)

SALARY SCHEDULE
TECHNICAL, OFFICE,
PARA-PROFESSIONAL
AND SERVICE WORKERS

Effective 4/1/93

	STEP 1 STARTING SALARY	STEP 2 END OF 1ST YR	STEP 3 END OF 2ND YR	STEP 4 END OF 3RD YR	STEP 5 END OF 4TH YR	STEP 6 END OF 5TH YR
T-1	7.857 16,343	8.345 17,357	8.604 17,897	8.902 18,516	9.12 18,981	9.496 hr. 19,751 yr.
T-2	8.108 16,864	8.604 17,897	8.859 18,427	9.164 19,062	9.402 19,557	9.800 hr. 20,385 yr.
T-3	8.336 17,340	8.838 18,383	9.100 18,927	9.423 19,601	9.684 20,142	10.086 hr. 20,978 yr.
T-4	8.586 17,859	9.100 18,927	9.377 19,504	9.729 20,236	9.988 20,776	10.394 hr. 21,620 yr.
T-5	8.764 18,229	9.277 19,296	9.554 19,873	9.906 20,603	10.166 21,144	10.571 hr. 21,989 yr.
T-6	8.997 18,714	9.532 19,826	9.833 20,452	10.186 21,187	10.445 21,726	10.855 hr. 22,578 yr.
T-7	9.263 19,268	9.834 20,455	10.139 21,089	10.491 21,821	10.751 22,362	11.167 hr. 23,227 yr.
T-8	9.531 19,824	10.135 20,081	10.444 21,723	10.796 22,456	11.058 23,000	11.477 hr. 23,872 yr.

ATTACHMENT 4
SKILLED TRADES
UNION CLASSIFICATIONS

UNION CLASSIFICATION
SKILLED TRADES

SALARY CODE	POSITION TITLE
3	Carpenter & General Repair Technician I
4	Carpenter & General Repair Technician II
3	Repair Maintenance Technician I

ATTACHMENT 5
SKILLED TRADES SCHEDULE
(1/1/92)

SALARY SCHEDULE
SKILLED TRADES

Effective 1/1/92

	STEP 1 STARTING SALARY	STEP 2 END OF 1ST YR	STEP 3 END OF 2ND YR	STEP 4 END OF 3RD YR	STEP 5 END OF 4TH YR	STEP 6 END OF 5TH YR
S-3	9.797 20,378	10.664 22,181	11.169 23,230	11.788 24,518	12.354 25,518	13.118 hr. 27,285 yr.
S-4	10.709 22,275	11.645 24,221	12.179 25,332	12.806 26,635	13.370 27,809	14.151 hr. 29,434 yr.

ATTACHMENT 6
 SKILLED TRADES SCHEDULE
 (4/1/93)

SALARY SCHEDULE
 SKILLED TRADES

Effective 4/1/93

	STEP 1 STARTING SALARY	STEP 2 END OF 1ST YR	STEP 3 END OF 2ND YR	STEP 4 END OF 3RD YR	STEP 5 END OF 4TH YR	STEP 6 END OF 5TH YR
5-3	9.797 20,378	10.664 22,181	11.169 23,230	11.788 24,518	12.354 25,518	13.118 hr. 27,285 yr.
5-4	10.709 22,275	11.645 24,221	12.179 25,332	12.806 26,635	13.370 27,809	14.151 hr. 29,434 yr.

ATTACHMENT 7
PROFESSIONAL CLASSIFICATIONS

UNION CLASSIFICATION
PROFESSIONAL

SALARY CODE	POSITION TITLE
9	Behavioral Psychologist (DD)
6, 8	Behavior Treatment Specialist
6, 8	Client Services Specialist/DD
6, 8	Client Services Specialist/MI
6	Community Treatment Specialist
6, 7, 8	Developmental Disabilities Clinician
6	Developmental Disabilities Specialist
6, 7, 8	Infant Interventionist
6, 7, 8	Mental Health Therapist
6, 7, 8	Music Therapist
10	Nurse Practitioner
7	Nutritionist
9	Occupational Therapist
7, 8	Pediatric Consultant
6, 8	Prevention Specialist
6, 7, 8	Prevention Therapist
7, 8	Primary Prevention Consultant
11	Psychologist, Ph.D., Full (Certification required)
10	Psychologist, Ph.D., TLLP, LLP
6, 7, 8	Recreation Therapist
3	Referral Specialist
7	Registered Nurse
6, 7, 8	Rehabilitation Counselor
6, 8	Rehabilitation Specialist
10	Sr. Behavioral Psychologist (DD)
9	Sr. Nurse
9	Sr. Nutritionist
10	Sr. Occupational & Language Pathologist
10	Sr. Speech & Language Pathologist
9	Speech Therapist
5	Substance Abuse Specialist
6, 7, 8	Training Specialist
6, 7, 8	Vocational Counselor
6, 8	Vocational Specialist

For those professional positions which list more than one salary code, the following shall apply:

P-6 Bachelor's Degree P-8 Senior Position
P-7 Master's Degree

The number of Senior positions and the person(s) designated for such positions shall be in the sole and absolute discretion of the Employer.

Effective from and after the execution of the Agreement by both parties, all "Clinical, Counselor, and Therapist" positions will be posted as "Masters required."

ATTACHMENT 8
 PROFESSIONAL SCHEDULE
 (1/1/92)

SALARY SCHEDULE
 PROFESSIONAL

Effective 1/1/92

	STEP 1 STARTING SALARY	STEP 2 END OF 1ST YR	STEP 3 END OF 2ND YR	STEP 4 END OF 3RD YR	STEP 5 END OF 4TH YR	STEP 6 END OF 5TH YR
P-3	9.797 20,378	10.664 22,181	11.169 23,230	11.788 24,518	12.354 25,518	13.118 hr. 27,285 yr.
P-4	10.404 21,640	11.310 23,524	11.842 24,631	12.465 25,926	13.032 27,107	13.808 hr. 28,720 yr.
P-5	10.709 22,275	11.645 24,221	12.179 25,332	12.806 26,635	13.370 27,809	14.151 hr. 29,434 yr.
P-6	11.034 22,950	11.982 24,922	12.546 26,095	13.230 27,517	13.850 28,807	14.638 hr. 30,447 yr.
P-7	12.138 25,246	13.139 27,329	13.777 28,655	14.483 30,125	15.123 31,455	15.929 hr. 33,584 yr.
P-8	13.265 27,591	14.296 29,736	14.933 31,061	15.646 32,543	16.285 33,873	17.108 hr. 35,584 yr.
P-9	14.388 29,926	15.455 32,145	16.092 33,471	16.810 34,964	17.450 36,295	18.290 hr. 38,042 yr.
P-10	15.512 32,264	16.611 34,551	17.248 35,876	17.973 37,383	18.612 38,713	19.469 hr. 40,494 yr.
P-11	16.626 24,581	17.726 36,870	18.363 38,194	19.088 39,703	19.727 41,031	20.584 hr. 42,814 yr.

ATTACHMENT 9
PROFESSIONAL SCHEDULE (4/1/93)

SALARY SCHEDULE
PROFESSIONAL

Effective 4/1/93

	STEP 1 STARTING SALARY	STEP 2 END OF 1ST YR	STEP 3 END OF 2ND YR	STEP 4 END OF 3RD YR	STEP 5 END OF 4TH YR	STEP 6 END OF 5TH YR
P-3	10.091 20,989	10.984 22,847	11.504 23,927	12.141 25,254	12.724 26,466	13.512 hr. 28,104 yr.
P-4	10.716 22,290	11.649 24,229	12.197 25,370	12.838 26,704	13.423 27,920	14.222 hr. 29,581 yr.
P-5	11.030 22,943	11.994 24,947	12.544 26,092	13.190 27,435	13.771 28,643	14.576 hr. 30,317 yr.
P-6	11.365 23,638	12.341 25,669	12.922 26,877	13.626 28,343	14.265 29,671	15.077 hr. 31,360 yr.
P-7	12.502 26,003	13.533 28,149	14.190 29,515	14.917 31,028	15.576 32,398	16.407 hr. 34,126 yr.
P-8	13.663 28,419	14.725 30,628	15.381 31,992	16.115 33,519	16.774 34,889	17.621 hr. 36,651 yr.
P-9	14.819 30,824	15.918 33,110	16.575 34,476	17.314 36,013	17.973 37,384	18.838 hr. 39,183 yr.
P-10	15.977 33,232	17.109 35,587	17.765 36,952	18.512 38,504	19.170 39,874	20.053 hr. 41,709 yr.
P-11	17.124 35,618	18.258 37,976	18.913 39,340	19.661 40,894	20.318 42,262	21.201 hr. 44,098 yr.



