

9/30/94

COMMUNITY
EMPOWERING
INDEPENDENCE

AGREEMENT
BETWEEN

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

RESIDENTIAL UNIT

October 1, 1991 - September 30, 1994

Clinton, Eaton, Ingham Counties Community Mental Health Board

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SECTION 1

BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

This Agreement is entered into this 31ST day of JANUARY, 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").

1.2 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 permanent Resident Managers, Residential Activities Technicians, Residential Technicians, Business Managers and Overnight Technicians of the Community Mental Health Board, Clinton-Eaton-Ingham Counties, whose schedule of work usually consists of forty (40) hours or more per two (2) week pay period, EXCLUDING: Supervisors and all other employees.

In addition, the Employer agrees to maintain the ratio of hours worked by bargaining unit employees as set forth in the Employer's August 8, 1980 letter to the extent possible within the parameters set forth in the August 8, 1980 letter.

1.3 MANAGEMENT RIGHTS

The Employer retains the sole right to manage the CMHB including all rights to manage which are not inconsistent with this Agreement; the right to decide the number of personnel to be employed; the right to schedule all operations; the machines and other equipment to be used; the right to establish and change work schedules and to maintain order and efficiency in the CMHB and in the operations thereof; the right to hire, lay off, and assign work to employees and the employees to work; the right to reassign, transfer, and promote employees and to suspend, discipline, and discharge employees for just cause; the right to determine the starting and quitting times, shifts, and the number of hours to be worked; the right to assign overtime and to introduce new and improved methods, facilities, or standards or to change existing methods or facilities; and to make rules and regulations not in conflict with this Agreement.

The foregoing rights are by way of illustration only and, in general, all rights, functions, powers, and authority which the Employer has not specifically abridged, amended or modified by this Agreement are reserved to the Employer.

1.4 MANAGEMENT SECURITY

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, refusals to cross picket lines of any other employees of the Employer, 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.

1.5 UNION SECURITY

- A. Current Employees. The Employer agrees that all employees covered under this Agreement who have completed the probationary period, shall, as a condition of continued employment, become and remain a member of the Union within fifteen (15) days of the effective date of this Agreement. However, an employee who shall tender a Service Fee equivalent to the uniformly required dues as a condition of acquiring or attaining membership shall be deemed to meet the conditions of this Section and shall not be required to become a member of the Union.
- B. New Hires. The Employer further agrees that all employees who have not completed the probationary period and all new employees hired subsequent to the ratification of this Agreement shall, as a condition of employment, become and remain members of the Union upon completion of their probationary period. However, an employee who shall tender a Service Fee equivalent to the uniformly required dues as a condition of acquiring or attaining membership shall be deemed to meet the conditions of this Section and shall not be required to become a member of the Union.
- C. 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 and shall not be required to become a member of the Union.

- D. Arrears. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than ninety (90) days in arrears in payment of membership dues.
- E. 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 her 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 Union Dues or Service Fee shall not have access to the Grievance Procedure.

The Union may choose to pursue legal remedies for those employees who are in noncompliance with regard to the Dues and/or Service Fee provisions of this Agreement prior to requesting the Employer to terminate such employee.

- F. 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.

1.6 UNION DUES

- A. Payment by Check-off: Employees shall tender the Initiation Fees and Monthly Membership Dues or Service Fee by signing the Authorization for Check-off of Dues or Services Fee form and submitting it to 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.
- B. 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 initiation fees and 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 Administration for Check-off 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 reason therefore. No deduction shall be made until a properly completed form is received.

- C. When Deduction 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 Employer will attempt to remit deductions to the Union by the end of the month that deductions are made. The remittance will be deemed correct if the Union does not give written notice to the Human Resource Director within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- E. 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.
- F. 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 she has duplicated a check-off deduction by direct payment to the Union for any outstanding Union Dues or Service Fees for any reason.
- G. Changes: Any changes in the dues or service fee will be provided 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 and signed 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 not to discriminate against any employee because of race, color, religion, sex, age, marital status, dependents of employees, national origin, height, weight, handicap or sexual preference.
- 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.
 2. The term "Employee" may include an individual or group covered by this Agreement.
 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.
- C. Procedure:
1. The time limits provided in this Section 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 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.
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, or her designee, whenever advanced to Step 4.
7. Individual or group grievances without written Union representation shall not be considered.

D. Steps in the Grievance Procedure:

1. An employee shall discuss the grievance with her Coordinator as soon as possible after the occurrence of the event giving rise to the grievance. If the employee, after discussing the grievance with her Coordinator, still believes a violation exists 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 Coordinator, and the other staying with the Grievant. The written grievance must be delivered to the Coordinator within the above time limit. The Coordinator 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, through her Union representative, shall have the right to submit the grievance in writing to the Program Director, or her designee, within five (5) days after receipt of the response from the Coordinator. The Program Director,

or her designee, shall meet with the grievant and her representative in an effort to settle the grievance within five (5) days of receipt of the grievance. The Program Director, or her designee, shall respond in writing within five (5) days after this meeting.

3. If the grievance is not resolved at Step 2, the employee, through her Union representative, shall have the right to submit the grievance, in writing, to the Human Resource Director, or her designee, within five (5) days after receipt of the response from the Program Director, or her designee. The Human Resource Director, or her designee, shall meet with the grievant and her 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 designee, shall respond, in writing, with her disposition of the grievance.
4. If the grievance is not resolved at Step 3, the employee, through her Union representative, shall have the right to submit the grievance, in writing, to the Human Resource Committee of the Community Mental Health Board within five (5) days of the Human Resource Director's, or her designee, response. A copy shall be submitted to the Human Resource Director, or her designee. The Human Resource Committee at its next regularly scheduled meeting, shall meet with the grievant and her 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.

E. Arbitration:

1. 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 in accordance with the American Arbitration Association Rules and Procedures.
2. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
3. 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 shared equally between the Union and the Employer. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

4. When more than one grievance involves a similar issue, they may be considered under one arbitration proceeding.
5. The parties may by mutual consent choose the Federal Mediation and Conciliation Service as the arbitration body in lieu of the American Arbitration Association as defined in Paragraph 1 above.

1.10 SENIORITY

- A. Definitions. Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from her last date of hire into a full time or part time bargaining unit position. Continuous service is defined as that time the employee is on the active payroll of the Employer including time worked, vacations, holidays, etc., plus approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement.
- B. In-home Seniority. When used in this agreement in-home seniority shall mean the length of continuous employment in a bargaining unit position in a particular residential facility.
- C. 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 leave of absences, any seniority gained while in that previous bargaining unit. 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.
- D. Promotions. An employee who is promoted to a higher job classification retains but does not accumulate seniority from the vacated job classification.

1.11 SENIORITY LIST

The Employer shall prepare a seniority list and submit it to the Union once every six (6) months. Employees who are hired on the same date shall be placed on the seniority list with the employee that has the highest sum when each individual digit of the employee's social security number is added together, being listed first and considered the most senior.

1.12 LOSS OF SENIORITY/EMPLOYMENT

An employee shall lose her seniority and job for any of the following reasons:

- a) She voluntarily resigns.
- b) She is discharged and is not reinstated.
- c) She retires.
- d) She is laid off for a period greater than her seniority, but not to exceed twenty-four (24) months.
- e) She is absent from work for two (2) consecutive working days without notification to the Employer, except in an emergency whereby failure to notify Employer is beyond the control of the employee.
- f) She fails to return to work upon recall from layoff.
- g) She fails to return to work after expiration of leave of absence.

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 two (2) representatives of the Union and two (2) representatives of the Employer. 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 previously discussed. The requesting party shall provide the written agenda. Items may be added to the agenda upon mutual agreement by the parties.

- B. 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.
- C. Preliminary Meetings. In the event the employees desire to have preliminary meetings for a special conference, such meetings shall be held outside the Employer's premises, except as provided under Union Visits (Section 1.15), and outside of their normally scheduled work hours.

- D. 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. Persons not scheduled to work between the 9:00 a.m. to 4:00 p.m. period shall receive up to two (2) hours maximum pay if they choose to reduce their scheduled work hours by an equal amount of time.
- E. Conferences. Additional special conferences may be scheduled by mutual consent.

1.14 STEWARD AND ALTERNATE STEWARDS

- A. 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.
- B. Grievances. 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 immediate supervisor that 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.

1.15 UNION VISITS

An authorized representative of the Union shall upon prior notice to the Employer have access to the Employer's facilities for the following purpose:

- A. Contractually defined obligations, e.g., see grievance procedure.
- B. The Employer reserves the right to limit access of CMH facilities if, in its judgment, meetings are disruptive to client programming or interfere in any way with the efficient operations of the 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 the

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 eighty (80) hours or more per pay period and whose term of employment is expected to be six (6) months or longer in duration. The term of employment shall be determined at the time of hire.

2. Regular Part Time Employee: A regular part time employee is one whose schedule of work usually consists of less than eighty (80) hours per pay period but at least forty (40) hours per pay period and whose term of employment is expected to be six (6) months or longer in duration. The term of employment shall be determined at the time of hire.
3. 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 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.
4. Any temporary employee who works in excess of six (6) months, except as delineated in Paragraph 3, shall automatically be considered a regular (full time or part time) employee.

The Employer may not fire a temporary employee and immediately rehire same employee for the purpose of continuing the employee in a temporary status indefinitely to avoid placing said employee into the Union. A temporary employee who is placed into the bargaining unit under this section shall be given a seniority date that is the same as their original date of hire into the temporary position; provided however, that they successfully complete a thirty (30) day probationary period.

B. Probationary Period.

Newly hired Residential Managers shall be considered probationary employees for the first one hundred eighty (180) calendar days of their employment. All other newly hired employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Unpaid leaves of absence from work in excess of ten (10) working days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back to her date of hire as a regular employee. An employee who serves as a special part-time employee or temporary employee in a classification covered by this agreement prior to becoming a regular employee shall be credited for such time towards her probationary period, except such time shall not exceed thirty (30) calendar days. The probationary period may be extended once for not more than forty-five (45) calendar days by written notice to the employee and to the Union prior to the end

of the probationary period. Any extension of the probationary period shall not be subject to the grievance procedure.

Probationary employees shall not have recourse to the grievance procedure provided for herein to appeal disciplinary action, layoff or termination and the Union shall not represent them in respect thereto.

2.2 SUBCONTRACTING

- A. Outside Contractors. The Employer agrees that it will not employ outside contractors to do the work normally done by represented employees if it would result in layoff of employees who ordinarily and customarily do such work except in cases of financial emergency.
- B. Financial Emergencies. In case of financial emergency, the Employer shall meet with the Union to discuss the emergency and explore alternative solutions. The Employer, to implement subcontracting, must demonstrate that because of funding reductions or annual allocation increases which do not cover increased costs, a home(s) would have to be closed, and in order to maintain service to the community, the Employer would only subcontract to private home operators to maintain service, provided that the quality of care, as determined by the Employer, will not be decreased substantially through subcontracting action.
- C. New Residential Services. It is agreed by both parties that the Board retains the right to subcontract new residential services which commence operations after the effective date of this Agreement, provided that once the residential service is implemented utilizing employees covered by the collective bargaining agreement, the provisions outlined in the two paragraphs above shall apply.

2.3 POSTINGS

All vacancies in job classifications covered under this agreement shall be posted for a period of fourteen (14) calendar days. The posting shall include job title, pay and a brief description of job duties, and minimum qualifications. A copy of each posting shall be mailed to each residential home, and a copy sent to the Union membership secretary. Only those employees who make application during the fourteen (14) day period will be considered for the position.

2.4 LATERAL TRANSFERS FOR RESIDENT MANAGERS

A Resident Manager may apply for a vacant position even if the selection for such position results in a lateral transfer. The

Employer agrees to give consideration to such requests for lateral transfers, to interview bargaining unit employees who apply for such transfer, and to fill the position subject to the provisions of Section 2.6 PROMOTIONS AND TRANSFERS.

2.5 LATERAL TRANSFERS FOR ALL OTHER CLASSIFICATIONS

- A. In-Home Positions. In the event a position other than Resident Manager is open in a home that entails a different number of working hours than any other position in that home in that job classification it shall be offered, according to in-home seniority, to all employees in that classification in that home. However, employees who have been disciplined in the last twelve (12) months may be excluded from consideration for such a transfer. Employees who accept such a transfer must be willing to work the required hours. Such a transfer will not be subject to the posting procedure outlined in Section 2.3. The Residential Coordinator shall be responsible for approaching all eligible staff and attaining their written acceptance or rejection of such a position. If the Coordinator has made a good faith effort to approach an eligible staff and cannot contact the staff or the staff does not respond to the notice within a reasonable length of time the staff will be considered to have rejected the position.
- B. Transfer List. In the event no in-house staff desires to fill a vacant position as described in paragraph A above, such position shall be filled from within the bargaining unit in that classification in that program on a program wide seniority basis.
1. The employer shall maintain a listing of staff requesting transfers from one work location to another. Such list shall be maintained in the Residential Supervisor's office. A separate list shall be maintained for each home. Staff wishing to transfer from one location to another shall sign and date the list of the home they wish to move to. Staff shall not request a transfer by signing listings of more than two homes at any one time. Signing by staff of more than two lists shall invalidate all requests for transfer and such staff shall not be considered further for transfer. Signatures or dates that are illegible shall invalidate that specific request for transfer.
 2. When a vacancy occurs that cannot be filled by the staff currently in that home the Employer shall offer the position to the most senior staff on the list as defined in B.1 above (using program wide seniority) who meets the minimum qualifications and is willing to work the required hours. Minimum qualifications shall be defined as those listed in the most recent job posting for that position.

3. Requests for transfers shall be valid for ninety (90) days or until withdrawn by the employee by drawing a line through her name and initialing and dating the withdrawal or until the request becomes invalid due to discipline, transfer or promotion.
 4. Employees who have been disciplined in the last twelve (12) months may be excluded from consideration for such a transfer. Employees who have made a transfer between homes in the last twelve (12) months, or have worked in their current home less than twelve (12) months, may be excluded from consideration for such a transfer unless such a transfer was involuntary such as a bump during layoffs. The Employer is not obligated to grant such a lateral transfer if one of the current clients treatment plan excludes employees of that sex from working with that client for clinical reasons, or if excluded by law or regulation.
 5. Such a transfer will not be subject to the POSTING PROCEDURE (Section 2.3).
- C. Posting. In the event no bargaining unit employees in that program are willing and able to fill a vacant position as described in Paragraph B above, such position shall be posted under the provisions of Section 2.3 POSTINGS and be subject to the provisions of Section 2.6 PROMOTIONS AND TRANSFERS.
- D. Disciplines. Discipline for purposes of this section shall be defined as a verbal warning or more serious disciplinary action, documented in writing, that is placed in an employee's official personnel file.

2.6 PROMOTIONS AND TRANSFERS

- A. Filling Job Vacancies. It is the intention of the Employer to fill bargaining unit job vacancies from within the bargaining unit whenever possible; however, providing the highest quality client care is of utmost importance. Therefore, qualifications of job applicants must be considered and persons not in the bargaining unit may be selected for vacant positions, except when bargaining unit employees are available and have qualifications which are greater than or equal to the qualifications of other applicants.
- B. Promotions. Promotion is hereby defined as a move from a lower job classification to a higher classification. Promotions shall be made on the basis of qualifications. If a position is open at a classification level above the Residential Technician Classification, a person within the bargaining unit will be promoted into the position if the employee has qualifications equal to, or greater than, job

applicants not in the bargaining unit. In the event that two (2) or more employees meet the minimum qualifications for the position, and such position would result in a promotion for the employees, the employee with the greatest qualifications shall be selected. If two (2) of these employees have relatively equal qualifications, the employee with the greatest seniority shall be selected. However, an employee who has been disciplined in the past twelve (12) months, or an employee who is still on probation may be excluded from consideration for promotion. Factors used to determine qualification levels include the following: experience, education, work record, leadership skills, interviews and demonstrated good judgment.

- C. Other Vacancies. In the event a position is open at the Residential Technician classification or lower classification, such position shall be filled from within the bargaining unit if one (1) or more employees in the program in which the vacancy exists, who meet the qualifications for the position, apply for such vacancy and such vacancy results in a promotion for the employee. However, an employee who has been disciplined in the past twelve (12) months or employees who are still on probation may be excluded from consideration for promotion. In the event that two (2) or more employees meet the qualifications for the position and such position would result in a promotion for the employees, the employee with the greatest seniority shall be selected.
- D. Trial Period. 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 anytime after the 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 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 former position for unsatisfactory performance shall not be subject to the Grievance Procedure.

During the first sixty (60) calendar days of the trial period, the employee shall have the option to revert back to her 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 she is performing.

An employee who changes job classification to become a Residential Technician who has previously completed a probationary period shall be paid at the rate effective for non-probationary Residential Technicians.

In the event an employee voluntarily moves to a lower job classification the employee will be evaluated for a maximum of thirty (30) days; provided however, the employee has already completed her probationary period at the higher job classification.

- E. Lateral Transfer. An employee may apply for a vacant position even if the selection for such position results in a lateral transfer. The Employer agrees to give consideration to such request for lateral transfer and to interview bargaining unit employees who apply for such a transfer. However, the Employer is not obligated to grant such initial interviews when the applicant is applying for a similar job for which she previously interviewed during the six (6) month period preceding the date of the job posting.
- F. Discipline. Discipline for purposes of this section shall be defined as a Verbal Warning or more serious Disciplinary Action, documented in writing, that is placed in an employee's official personnel file.
- G. Former Union Employees. 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, or was previously 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.

2.7 TRANSFER TO LARGE UNIT

- A. Large Unit Positions. An employee with one (1) year or more seniority may apply for and be considered for any position within the Large Bargaining Unit, if she meets the minimum qualifications for the position. The Employer agrees to give consideration to such applications and to interview bargaining unit employees who apply for such a transfer. However, the Employer is not obligated to grant such initial interviews when the applicant is applying for a similar job for which she previously interviewed during the six (6) month period preceding the date of the job posting.
- B. Disputes. If an employee applies for a position within the Large Bargaining Unit and that position is awarded to someone other than a regular full-time or regular part-time member of the Large Bargaining Unit, or a special part-time member of the large unit with more seniority than the residential applicant, the residential employee may dispute the selection in accordance with the criteria specified in Section 2.3 of the Large Unit's Collective Bargaining Agreement, through the grievance procedure outlined in Section 1.9 of the Residential Collective Bargaining Agreement.

- C. Excluded Employees. The Employer may exclude from consideration an employee who has been disciplined in the last twelve (12) months prior to the initial date of the posting. Discipline for purposes of this section shall be defined as a Verbal Warning or more serious Disciplinary Action, documented in writing, that is placed in an employee's official personnel file.
- D. Trial Period. 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 anytime after the 30th day of the trial period deny the promotion or Lateral Transfer if the employee is not performing in satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to her 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 former position for unsatisfactory performance shall not be subject to the Grievance Procedure.

During the first sixty (60) calendar days of the trial period, the employee shall have the option to revert back to her 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 she is performing.

2.8 TEMPORARY PROMOTIONS OR INCREASES IN WORK HOURS

- A. Higher Classification Pay. When an employee is temporarily assigned to a higher classification, other than a Resident Manager position or a position in the large unit, she will be paid at the regular rate of pay of the higher classification, except probationary Overnight Technicians who shall be paid at the probationary rate of the higher classification.
- B. Manager/Large Unit. A Residential Technician, Residential Activities Technician, Business Manager or Overnight Technician temporarily assigned to a Resident Manager position or to a position in the Large Bargaining Unit or to a regular non-union position shall be paid at the first step in the classification which is at least seven percent (7%) above the employee's regular rate of pay. Such an employee shall receive the benefits of her former position except the employee shall receive paid holidays in those cases where the program (where the employee is temporarily assigned) is closed for the Holidays.

- C. Reclassified Employees. A Residential Technician, Residential Activities Technician, Business Manager or Overnight Technician temporarily assigned to a Resident Manager position or to a position in the Large Bargaining Unit or to a regular non-union position for a period of time greater than thirty (30) calendar days who is then permanently reclassified to the position shall receive sick leave and vacation retroactive to the first day of the temporary assignment.
- D. Permanent Employees. Any Bargaining Unit employee who works in excess of twelve (12) continuous months in a position that is a temporary promotion or a temporary increase in hours, shall automatically be considered a regular permanent employee in that position or in those hours.
- E. Pay Levels. An employee temporarily assigned to a Business Manager, Activity Technician or Resident Technician position shall be paid at the step corresponding to the employee's seniority. Such an employee shall receive the benefits of her former position except an employee temporarily assigned to a Business Manager position shall receive paid holidays in accordance with Section 4.4

2.9 RATES OF NEW JOBS

When a new job is created by the Employer and the salary for the position cannot be properly placed in an existing classification covered under this Agreement, 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.

2.10 DISCIPLINE AND DISCHARGE

It is hereby agreed that the Employer has the right to Discipline or 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. 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.

- A. Purpose. Discipline is intended to be of a corrective nature except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.
- B. Application. In the event Disciplinary Action is taken, the employee will be informed of her right to be represented by her steward at the time the Disciplinary Action is imposed. The Employer shall also provide a written summary statement of the reasons why said action is being imposed.

1. The disciplined or discharged employee will be allowed to discuss the discipline or discharge with her steward for up to one (1) hour, and the Employer will make an area available where they may do so before the employee is required to leave the premises. Upon request, the Employer or its designated representative will discuss the discipline or discharge with the employee and the steward during said one (1) hour.
 2. Should a discharged employee consider a discharge to be improper, she shall pursue the matter through the Grievance Procedure, Section 1.9(D) at Step 3.
 3. The Employer shall not use an employee's prior record which is more than two (2) years old in imposing discipline or discharge. The two (2) year limitation shall be from the time the prior infraction occurred to when discipline or discharge is actually imposed.
 4. An employee shall lose her seniority and job if she makes an intentional false statement on her employment application or on an application for leave of absence or on any other employment record or form; however, falsification of data on an employment application or resume shall not be subject to discipline after a period two (2) years from the date of employment, except in matters involving work experience, educational credentials and reasons of termination from former employment.
 5. The Employer has the authority to discipline or discharge a probationary employee at the Employer's discretion. The Union agrees that the discipline or discharge of a probationary employee is not subject to the grievance procedure.
- C. 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.
- D. 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 her designee, authorize a suspension up to sixty (60) calendar days.

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

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

2.11 LAYOFF AND RECALL

- A. Layoff Definition. The word "layoff" means a reduction in the working force.
- B. Definitions. For the purpose of Layoff, the term "program" shall mean Community Services for Developmental Disabled, and Community Support Services, each of which will be considered separate programs. For purposes of this section the dual diagnosis home shall be considered part of CSS. 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. Resident Manager "A" and "B" shall be considered one salary grade. For purposes of this section a "program subunit" shall mean a specific recognized residential home or other component within one of the recognized programs. The term "positions" shall mean the specific job being performed by an employee in a specific classification and in a specific program subunit. "Classification seniority" shall mean all seniority in their current classification.
- 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 in that classification and in the subunit shall be laid off first, and then, seniority employees within that classification and that subunit, on a reverse classification seniority basis, provided the remaining employees are capable of performing the work.

However, if a vacancy exists in the employee's salary grade, program, and status (full time or part time) 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 transfer. Should more than one (1) vacant position exist in the employee's classification and program for which the employee is qualified (as determined under the provisions of subsection E (6)

below), the position the employee will be moved to will be determined by the employee.

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 being laid off from her position, a regular full time or regular part time employee may bump lower seniority employees within the bargaining unit under the following conditions:

1. A bumping employee may only bump employees within their own program.
2. The bumping employee cannot move into a position of a higher salary grade.
3. The bumping employee must have more seniority, as defined in section 1.10 than the employee who is being bumped, if the employee is bumping to a lower classification.

An employee bumping into a lower classification shall retain secondary recall rights to her original position, provided the recall occurs within the time limits referenced in section 1.12 (d).

4. The bumping employee must have more classification seniority than the employee who is being bumped, if the employee is bumping to a position in their current classification.
5. A bumping employee may only bump the least senior employee within the classification they are bumping, from within the program from which they have been laid off.
6. The bumping employee must possess the necessary skills, experience, licenses and certifications which will qualify the employee to perform the work as listed in the most recent posting for the position.
7. If the bumping employee is not qualified (as determined under the provisions of E (6) above) to bump the least senior employee, the bumping employee may bump the next lowest senior employee who the bumping employee is qualified to bump.

An employee wishing to exercise her bumping rights must inform the Employer of her decision to bump in writing within three (3) work days from the date of receipt of

layoff notification and bumping options. An employee who exercises her bumping rights shall then receive the rate of pay of classification into which she has bumped, except where she 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 former classification. A bumped employee shall have the same bumping rights as a laid off employee, seniority and other factors permitting.

- F. Recall Procedure. When the working force is increased after a layoff, or when a vacant position exists which the Employer intends to fill, employees will be recalled according to their former classifications 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 within their classification in the other program, as determined solely by the Employer, provided they meet the qualifications as determined in Section E (6) above. Employees recalled to the other program shall retain secondary recall rights to their original program.

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, she shall be considered to have resigned from her employment. It shall be the employee's responsibility to keep the Human Resource Office informed of her 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 any layoff period longer than thirty (30) days
- H. Vacation Use. In the event of layoff, an employee may use accumulated vacation prior to receipt of unemployment compensation, or may receive a lump sum pay out of accumulated vacation.
- 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. Method of Layoff. 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 a subject of the Grievance Procedure.
- K. Stewards/Executive Board Members. The Union Stewards, as designated in Section 1.14 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 in their program and subunit. This procedure shall not modify, replace or affect in any way, the employee's rights to the option described above. This provision applies only to Stewards 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.
- L. Grievances. Should a laid off employee consider her layoff to be in violation of this Agreement, she may pursue the matter through the grievance procedure, Section 1.9 (D), at Step 3.
- M. Leaves of Absence. Employees on an approved leave of absence may exercise their seniority, in the event there has been a layoff during the term of the employee's leave of absence, upon their return.

2.12 TRANSFER OF OPERATIONS

In the event that the Employer moves a residential home from the present location to any other location, all employees shall be allowed to continue employment with said Employer at the new location to the extent positions are available. There shall be no lowering of wages or fringe benefits as a result of such a transfer of operations.

2.13 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.

2.14 EVALUATION

- A. Responsibility. The evaluation of the performance of each employee is the responsibility of administration. All monitoring or observations during evaluations shall be conducted openly and with full knowledge of the employee. Evaluations are intended to be corrective rather than punitive, and will not be considered as being any formal warning for purposes of discipline.
- B. Procedure. The performance of all employees shall be evaluated in writing as follows:
1. Employees shall be evaluated in writing prior to the end of their probationary period and at least once (1) each year. Such evaluation shall be acknowledged by signature by the employee; however, such signature shall not imply agreement or disagreement with the evaluation. A personal meeting will be held with each employee within ten (10) working days of her upcoming evaluation to review her job performance.
 2. Employees will be encouraged, but not required, to complete a self-evaluation.
 3. 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 evaluation was incomplete or unjust, she may submit her objections in writing and have them attached to the evaluation report to be placed in her personnel file.
- D. Resident Managers. Resident Managers may be requested to provide input into Residential Technician evaluations.
- E. Evaluation Content. The content of the evaluation shall not be subject to the grievance procedure nor shall the evaluation be considered a step in the formal disciplinary process.

2.15 REGISTRATION/LICENSURE

The Employer shall have the authority to require employees to obtain 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 registration/licensure upon delivery to the Human Resource office of a photostatic copy of the registration/licensure.

2.16 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 Evaluation. 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 her original position.
- E. Employee Reversion. The employee shall have the option of reverting back to her 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 a 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 job 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 benefits 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.

2.17 DUAL DIAGNOSIS HOMES

- A. Transfer/Promotions. For purposes of lateral transfers and promotion (Sections 2.4., 2.5, and 2.6), the dual diagnosis home shall be considered a separate program.

- B. Layoff/Recall. For purposes of layoff and recall (Section 2.11.), the dual diagnosis home shall be considered a component of CSS.
- C. Job Sharing. For purposes of job sharing (Section 2.16.), the dual diagnosis home shall be considered a component of CSS.
- D. Scheduling. For purposes of scheduling (Section 3.3.), the dual diagnosis home shall be considered a separate program.

SECTION 3

WORKING CONDITIONS

3.1 MEALS

Employees scheduled to work during customary mealtimes of a residential facility shall be permitted to eat with the residents of the facility. Such time will be considered part of the employee's work time and shall be compensated as such.

3.2 OVERTIME

A. Paraprofessionals

Overtime for Paraprofessionals 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.

By mutual consent between the employee and the Employer, a Paraprofessional 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

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.

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. Approval. All overtime must be approved in writing by the immediate supervisor before it is worked.
- D. 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. Upon termination, exempt employees shall be paid for any accrued compensatory time which the employee requested to use and that request was denied, provided however that the request to use the time was made at least thirty (30) days prior to the resignation.

3.3 SCHEDULING

- A. Responsibility. The assignment of work sites and work schedules of employees shall ultimately be determined by the Employer. However, the Employer may delegate the responsibility for scheduling residential hours to Resident Managers.
- B. Delegation. When the scheduling of hours is delegated to Resident Managers or other staff, the Resident Managers or designated staff, shall schedule the hours of residential staff according to the allotted hours by the Employer for regular work schedules keeping proper coverage secure at all times. Such schedules must be approved by the Resident Manager's immediate Supervisor.
- C. Coverage. Whenever scheduling of hours has been delegated to a Resident Manager or another staff person, the Resident Manager or staff person is responsible to make a good faith effort to procure coverage due to emergencies, such as but not limited to, illness, leave of absence, or vacation. However, it shall ultimately be the Employer's responsibility to see that such coverage is provided whenever the Resident Manager or other designated staff person is unable to do so. In instances where the responsibility for providing coverage for time off work for such emergencies as listed above, is

delegated to the employee who will be taking time off work, such employee shall make a good faith effort to make arrangements to have another staff person cover the required hours. Whenever the staff member is unable to secure such coverage, or it is not feasible for them to attempt to do so, the responsibility for securing such coverage shall ultimately rest with the Employer after progressing through the normal chain of command for the residential facility and component. The Employer will not delegate responsibility for providing coverage to the individual staff member affected with regard to vacations and other leaves of absence approved before the initial staff schedule is finalized.

- D. Acting Resident Manager. An Acting Resident Manager shall be appointed during any period of time in which the Resident Manager is absent for five (5) or more consecutive work days.
- E. Hours/Location. Employees are required to work the hours and location assigned to them by the Employer on a regular basis. In addition, employees may be required to work different locations than normally scheduled in cases of emergencies. Employees may also be requested to work hours which are different from their normal schedule for emergency situations and to the extent that no one is willing to agree to work such hours, the Employer may require the employee in the job classification where a change in hours is needed, with the least seniority, to work such hours. However, before requiring the least senior employee to work such hours, the Employer will make all reasonable attempts to secure such coverage on a voluntary basis, including attempts to have person(s) on the substitute technician list provide coverage.
- F. Meeting Notice. The Employer will attempt to give a minimum of one (1) week's notice to the employees when scheduling meetings. The Employer will give one (1) week's notice when scheduling training or inservice sessions.
- G. Minimum Hours. 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, inservices or any other meetings called by the Employer.

3.4 OFFERING REPLACEMENT HOURS

The Employer shall maintain a substitute technician list for replacement assignments due to employee absences. The list will only be utilized after the bargaining unit member list is exhausted on a home by home basis. Bargaining unit members shall be offered replacement hours on a seniority basis within each residential facility to the extent that total work hours does not exceed forty (40) per week. In addition, the Employer is not obligated to offer

replacement hours to bargaining unit employees in accordance with this provision when the total hours needed for a given day would cause the employee's total work schedule to exceed forty (40) hours for the week. Once a bargaining unit member is offered and accepts replacement hours, neither overtime hours nor regular hours shall be canceled by the Employer with less than forty eight (48) hours advance notice, except by mutual agreement of the employee and the Employer.

3.5 REDUCTION OF HOURS

Reduction of hours will occur on a reverse seniority basis within job classification on a home by home basis provided employees are willing to work required hours. Non-bargaining unit residential hours will be reduced prior to any reduction in bargaining unit hours within each home to the extent bargaining unit staff are willing to work required hours.

3.6 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 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.

3.7 AUTOMOBILE INSURANCE REIMBURSEMENT

The Employer agrees to reimburse all regular Resident Managers and Technicians for the actual cost of providing a rider to their 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 personally owned vehicle for a business use in such a manner that the employee's insurance carrier requires a "business usage" coverage. This provision only applies to an employee who is designated by the

Employer to use her personally owned vehicle for Community Mental Health Board business.

Employees who already are paying the higher business rate due to their own insurance company rating, as of the date this Agreement is signed, shall not be reimbursed; nor shall they be reimbursed the difference upon renewal of such insurance.

3.8 CHAUFFEUR'S LICENSE

All regular Resident Managers and Technicians who are required by the Employer to have a chauffeur's license due to the nature of their job, after the signing of this Agreement, will be reimbursed for the cost of the license if they do not have a chauffeur's license. When an employee is required to renew her chauffeur's license, the employee will be reimbursed by the Employer for the difference in cost (if any) between a standard license and a chauffeur's license.

3.9 REIMBURSEMENT FOR DAMAGED PROPERTY

- A. Personal Property. The Employer will reimburse an employee for damages 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 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 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.

3.10 RULES AND REGULATIONS FOR RESIDENTIAL FACILITIES

It is understood and agreed that all residential facilities are under the jurisdiction and control of the Community Mental Health Board. It is further agreed that all Community Mental Health Board rules, regulations and policies shall be complied with and that the Employer retains the right to modify such rules, regulations and policies; provided such rules and regulations are not inconsistent with the terms of this Agreement. Further, it is understood that

in addition to Community Mental Health Board rules and regulations, each residential facility is subject to DSS, fire, city, state and other rules, regulations and ordinances; therefore, it is agreed by the parties that all employees must abide by such rules and regulations as a condition of employment.

3.11 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.

3.12 JOB DESCRIPTION

Job descriptions for employees will be made available upon request.

3.13 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 level of functioning. If an insufficient number of employees volunteer, Management shall cancel the trip.
- B. Pay. 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 his/her normal work site on such a trip, the Employer shall attempt to provide an alternate work site while the clients are gone.

3.14 UNSAFE CLIENTS

- A. Policy. The Employer shall establish and maintain a policy for addressing staff concerns relating to clients that may present staff with a significant safety concern. This policy shall be attached to this Agreement as Appendix F. The Employer maintains the right to update or change this policy to reflect administrative changes. The Union shall be given a copy of the amended policy prior to its effective date. It is the intent of the parties that this policy be used to address such staff safety concerns.
- 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 Supervisory staff, e.g., Supervisors, Coordinators, Program Directors or Clinical Director, in matters of clinical judgment, including the concerns covered in subsection A above, effort shall be made to resolve differences through the policy referenced in subsection A. However, Management shall have final decision-making authority and shall not be subject to the grievance procedure.

SECTION 4

ABSENCES AND LEAVES

4.1 ABSENCES AND LEAVES

- A. Leaves of Absence. 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.

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, paid days off or other accrual types of fringe benefits. In addition, the time of such leave will not be counted toward longevity bonus when such leaves are thirty (30) days or longer in duration. However, an employee on an approved leave of absence shall accrue seniority.

(1) Cost Of Insurance For Leaves Less Than 30 Days

The costs for continuation of life insurance, disability insurance, dental insurance and health insurance benefits will be borne by the Community Mental Health Board for approved leaves of absence of less than thirty (30) days and there shall be no discontinuation of insurance coverage.

(2) Cost of Insurance For Leaves 30 Days or Longer

When an employee is on an approved leave of absence of thirty (30) days or more an employee has two (2) options:

Option 1 - To Discontinue All Insurance Coverage

Insurance coverage as listed above shall automatically terminate the following month after the approved leave begins (the exact date to be determined by the carrier) unless the employee notifies the Human Resource Office by certified mail that she wishes to continue all or part of the insurance coverage.

Option 2 - To Continue All or Part of Insurance Coverage

Insurance coverage as listed above may be continued without an interruption in insurance coverage; provided however, the employee notifies the Human Resource Office by certified mail at the time the leave of absence is requested. Failure to do so shall result in discontinuation of insurance coverage as defined above in Option 1.

Such a request to continue insurance requires that the employee reimburse the Employer the full dollar amount of said insurance cost. Failure to do so may result in automatic cancellation of the insurance by the Employer or shall give the Employer the right to withhold from the employee's paycheck an equivalent amount owed to the Employer, including payment from wages, vacation payoff, etc.

3) Cost Of Insurance While On Disability Leave

In the event an employee is disabled and on an 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. Option 1 and 2 above shall still apply for other insurances (i.e., Insurances other than health).

- 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 intent to return to work upon completion of the leave. The Employer will schedule the employee's return to work. The Employer may also request verification from the employee of her current status no more often 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, 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 was commenced, provided employee returns to work immediately after expiration of the approved leave in the case of illness, worker's 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 worker's 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 2.11. 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 supervisor with a certificate from her 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. Education 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 she is currently performing or one for which a classification exists and 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 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 leave 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. 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.

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.

E. Maternity Leave.

1. Disability caused or contributed by pregnancy, miscarriage, abortion, 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 4.1D, Illness Leave.

F. Personal Leave (Without Pay).

1. Personal Leave without pay shall be granted not to exceed twenty (20) days per calendar year, and not to be taken in increments of more than ten (10) consecutive work days.
2. Additional Personal Leave may be granted if it does not disrupt services.
3. With regard to Subsection (1) and (2) above, the Employer, in its sole and absolute judgment shall decide whether or not such leave will disrupt services.

G. 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 made in the sole and absolute discretion of the Employer.

H. 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 accrual or without pay.

4.2 BEREAVEMENT LEAVE

- A. Resident Managers. This provision only applies to regular full time employees classified as Resident Manager.

An employee classified as a regular full time Resident Manager shall be allowed bereavement leave with pay for a death in the immediate family in accordance with the following:

1. Five (5) days' bereavement leave for spouse, child or parent.
2. Two (2) days' bereavement leave for sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or a member of the employee's immediate household.
3. One half (1/2) day bereavement leave for an employee who is selected to be a pall bearer for a deceased employee.
4. One half (1/2) day bereavement leave for the Union President, or her designee, in the event of the death of a bargaining unit employee to attend the funeral.

- B. Technicians/Business Managers. Effective April 1, 1992, all regular full time and regular part time Residential Technicians, Residential Activity Technicians, Overnight

Technicians, and Business Managers shall be allowed bereavement leave for a death in the immediate family in accordance with the following:

1. Employees shall be eligible for pay for all hours scheduled to be worked for up to five (5) calendar days after the death of a spouse, child or parent.
2. Employees shall be eligible for pay for all hours scheduled to be worked for up to two (2) calendar days after the death of a sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or a member of the employee's immediate household.

4.3 SICK LEAVE

- A. Scope. This provision only applies to regular full time employees classified as Resident Managers.
- B. Hours Earned. A regular full time employee classified as a Resident Manager shall earn four (4) hours sick leave for each eighty (80) hours of compensated time. A maximum of ninety (90) days may be accumulated.
- C. Use. An employee eligible for sick leave may use sick leave upon approval of her immediate supervisor for absence due to illness or injury to the employee or her child. An employee shall inform her immediate supervisor of the fact of the illness or injury and the reason during the first four (4) hours of her absence. In unusual circumstances, this requirement may be waived provided that failure to notify her immediate supervisor within two (2) working days shall be cause for denial of pay for the period of absence, and/or discipline or dismissal.
- D. Increments. Sick leave shall not be granted for any period of time less than in one (1) hour increments.
- E. 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.
- F. Termination. Upon resignation or dismissal, all sick leave credits shall be cancelled and shall not be reinstated or paid.
- G. Retirement. Unused sick leave shall be paid to an employee upon retirement or upon the employee's death, to her beneficiary, at the rate of one-half (1/2) her current annual pay up to a maximum payment equivalent to eighty (80) work days pay.
- H. Disability/Workers Compensation. Under no circumstances shall an employee receive sick leave pay while she is receiving

benefits from the Employer's disability insurance plan or worker's compensation plan.

- I. 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.

4.4 HOLIDAYS AND HOLIDAY PAY FOR RESIDENT MANAGERS AND BUSINESS MANAGERS

- A. Scope. This provision only applies to regular full time employees classified as Resident Managers and full time and part time Business Managers.

- B. 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 | |

- C. Holidays Not Worked. Regular full time Resident Managers 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.

- D. 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.

- E. 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.

- F. Holidays Worked. Regular full time Resident Managers and Business Managers and part time Business Managers, 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 a holiday. Such compensatory time must be taken no later than five (5) months after the date on which the holiday occurs. If such compensatory time is not taken during this period, such compensatory time shall be lost.

- G. 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, or her designee.
- H. Holiday Compensatory Time. Regular full-time Resident Managers and Business Managers and part-time Business Managers 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 time 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.

4.5 HOLIDAY PAY FOR RESIDENTIAL ACTIVITY TECHNICIANS, RESIDENTIAL TECHNICIANS AND OVERNIGHT TECHNICIANS

- A. Technicians. Regular full time and regular part time Residential Activity Technicians, Residential Technicians and Overnight Technicians, excluding temporary employees and irregular employees (less than forty (40) hours per pay period) who are required to work on the recognized holiday (as defined below) shall be paid at the rate of time and one half (1 1/2) for hours worked on the recognized holiday.
- B. Holidays Recognized. The following holidays are recognized by the Employer:
- | | |
|---------------------------------|-----------------------------|
| New Year's Day (January 1) | Thanksgiving Day |
| Martin Luther King Day | Friday following |
| Easter Sunday | Thanksgiving Day |
| Memorial Day | The Day Before Christmas |
| (last Monday in May) | (Dec. 24) |
| Independence Day (July 4) | Christmas Day (December 25) |
| Labor Day (1st Monday in Sept.) | Day before New Year's Day |
| Veterans' Day | (Dec. 31) |
- E. Veterans' Day. When Veterans' Day falls on a Saturday, the preceding Friday shall be observed as the holiday. When Veterans' Day falls on a Sunday, the following Monday shall be observed as the holiday.

4.6 VACATION

- A. Scope. This provision only applies to regular full time employees classified as Resident Managers.

- B. Hours Earned. All regular full time employees classified as Resident Managers shall earn credit toward vacation with pay in accordance with the following schedule:
1. During the first (1st) year of employment through the third (3rd) year of employment, an employee shall earn 4.615 hours per two (2) week pay period (15 days per year). However, in no case shall vacation time be used during the first six (6) months of employment.
 2. Commencing with the fourth (4th) year of employment and thereafter, an employee shall earn 6.153 hours per two (2) week pay period (20 days per year).
- 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 her vacation time at her own discretion insofar as it does not conflict with Section 4.5, C & D, above. An employee may accumulate a maximum of twenty five (25) days 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.

4.7 JURY DUTY

- A. Scope. This provision only applies to regular full time employees classified as Resident Managers. Effective April 1, 1992, this provision shall apply to all regular full time and regular part time bargaining unit employees.

- B. Pay. An employee who serves on jury duty will be paid the difference between her pay for jury duty and her 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 she is dismissed on any day of such jury duty.

4.8 PERSONAL LEAVE WITH PAY

A. Resident Managers.

(1) This provision only applies to regular full time employees classified as Resident Managers. Regular full time Resident Managers are allowed three (3) personal leave days per year (Jan. 1 - Dec. 31st).

(2) Personal leave is computed for new regular full time employees classified as Resident Managers on the following basis.

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

(3) Personal leave is not accumulated and must be used before December 31st or it will be lost.

- B. Overnight Technicians. Effective April 1, 1992, regular full time and part time Overnight Technicians shall receive two (2) Personal Leave Days with pay under the same system as set forth in paragraph A above. Effective January 1, 1993, regular full time and part time Overnight Technicians shall receive Personal Leave with pay on the same system as Residential Managers as set forth in paragraph A above.

4.9 PAID DAYS OFF

- A. Hours Earned. All regular full time and regular part time Residential Activity Technicians, Residential Technicians and Business Managers, excluding Overnight Technicians, shall earn paid time off for every eighty (80) hours of paid work time, excluding overtime in accordance with the following schedule:

<u>Length Of Service</u>	<u>Number Of Days</u>	<u>Accumulation/ Pay Period</u>
0-1 years	11/year	3.384 Hrs.
1-2 years	12/year	3.692 Hrs.
3 years & above	13/year	4.000 Hrs.

- B. Hours Earned After 4/1/91. Effective April 1, 1992, all regular full time and regular part time Residential Activity

Technicians, Residential Technicians and Business Managers, excluding Overnight Technicians, shall earn paid time off for every eighty (80) hours of paid work time, excluding overtime in accordance with the following schedule:

<u>Length Of Service</u>	<u>Number Of Days</u>	<u>Accumulation/ Pay Period</u>
0-1 years	11/year	3.384 Hrs.
1-2 years	12/year	3.692 Hrs.
3 years & above	13/year	4.000 Hrs.
4 years	14/year	4.308 Hrs.
5 years	15/year	4.615 Hrs.

C. Use.

(1) Paid time off is approved based upon programmatic and scheduling needs. Therefore, there may be instances where paid time off is not granted by a supervisor. However, the Employer will make every reasonable attempt to schedule paid time off as requested by the employee.

(2) To request paid time off, an employee must provide her immediate supervisor with a written request for paid time off and such request must be at least two (2) weeks in advance of the day(s) requested.

(3) Employees may take paid time off if the time is earned and the employee has prior supervisory approval.

D. Scheduling Conflicts. If two (2) or more employees apply for paid time off on the same date and request such time off two (2) weeks in advance of the date requested, seniority shall apply for determining which employee receives approval.

E. Illness/Injury Use. The exception to the requirement for two (2) weeks notice for paid time off is when an employee must miss work due to illness or injury and request the use of paid time off for such illness or injury. The Employer retains the right to require a physician's certificate if there is reason to believe an employee is abusing paid time off when, in fact, the employee is not sick or injured. An employee who abuses paid time off as sick leave and is also paid for such time off shall forfeit such pay. Abusing paid time off in this manner whether on paid time or not will result in disciplinary action, up to and including discharge.

F. Accumulations. An employee may accumulate a maximum of fourteen (14) paid days off, one hundred twelve (112) hours. Accumulations above fourteen (14) days shall be dropped from the computer and lost by the employee, except in those instances, where a Supervisor denies it based upon

programmatic need, (e.g., short staffed) provided however, that the employee makes immediate arrangements to take the time off with the Supervisor.

4.10 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 regular duties, if the Employer has reasonable basis. Such an examination shall not include drug testing. Unless on an approved unpaid leave or on worker's compensation employees shall be compensated for all time spent at such an 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. The Employer agrees to pay the full premium of term life insurance for all full time regular employees an amount 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
\$15,001 and up	\$25,000 of coverage

- 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).

- C. Salary Figure. The annual salary figure used to determine the amount of an employee's life insurance coverage shall be the employee's salary as of January 1st of each year of this Agreement.
- D. Supplemental Insurance. Supplemental term life insurance will be made available to the extent offered by the insurance carrier, provided the Employer shall not be liable for any costs related to such supplemental coverage.

5.2 HEALTH CARE COVERAGE

- A. Plans. Each employee may choose to be covered by Blue Cross/Blue Shield, Health Central, or by Physicians Health Plan at the employee's option.
- B. Premium. The Employer agrees to pay the full premium for health care coverage for each regular full time and regular part time employee and her family. The plan shall be Blue Cross/Blue Shield, MVF-1, with prescription drug 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. As an alternative to the health care plan provided in Paragraph B above, the Employer agrees to offer membership in a Health Maintenance Organization for each regular full time and part time employee and her family, the Health Maintenance Organization to be 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 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 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.

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 DENTAL INSURANCE

- A. Scope. This provision only applies to regular full and part time employees classified as Resident Managers, Residential Activity Technicians, Residential Technicians and Business Managers.
- B. Resident Managers. The Employer agrees to pay the single, double or family premium for dental coverage, as hereinafter set forth, for regular full time employees classified as Resident Managers. The plan shall be the currently provided Delta Dental Class I Benefits, \$800 Maximum per family member per Delta Dental Contract Year.
- C. Other Employees. The Employer agrees to pay the single, double or family premium for dental coverage for regular full time or regular part time employees classified as Residential Technicians, Business Managers, Residential Activity Technicians, and regular part-time employees classified as Resident Managers. The plan shall be the currently provided Delta Dental Class I benefits, \$600 maximum per family member for Delta Dental Contract Year.
- D. Coverage. For care rendered by a non-contracting dentist, Delta Dental will pay the applicable percentage of the dentist's fee for the service or the applicable percentage of the amount set forth as reasonable and customary charges, whichever is less.
- E. Carrier. The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed.
- F. New Employees. All new employees shall have a waiting period of six (6) months from the first day of the month following their date of regular employment before becoming eligible for dental insurance.

5.5 CREDIT UNION

All regular Resident Managers, Business Managers, Residential Technicians, Residential Activity Technicians and Overnight Technicians are eligible to join the Lansing Community Credit Union. Payroll deductions for deposit at the Credit Union are available. (Further information may be obtained by calling the Credit Union at 394-0200).

5.6 RETIREMENT

- A. MERS Plan. All employees covered by this Collective Bargaining Agreement 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 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 retirement plan will be borne by the Employer.
- C. Credited Service. Any employee covered by this Agreement who is employed as of the effective date of this Agreement shall be given credit for any time she has been employed in a regular full-time or part-time position.

5.7 GENERAL LIABILITY INSURANCE COVERAGE

The Employer shall maintain general liability insurance coverage for the Resident Managers, Business Managers, Residential Technicians, Residential Activity Technicians and Overnight Technicians provided they are acting within the scope of their job description and are following conventional methods of care.

5.8 LONGEVITY RESIDENT MANAGERS

- A. Scope. This provision only applies to regular full-time employees classified as Resident Managers.
- B. Rules/Schedules. All regular full-time employees classified as Resident Managers will receive a longevity bonus in addition to their regular pay according to the following rules and schedule of payment:
 - 1. The longevity bonus shall be computed as a percentage of the employee's annual base 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.
 - 2. The longevity bonus shall be computed from the employee's original date of continuous permanent employment.
 - 3. 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.
 - 4. 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 full-time employee on an approved leave of absence, on November 1st and be employed as a regular full-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 she must work a minimum of nine (9) months (1,440 hours) during the year (Nov. 1 - Oct. 31) for each additional payment. Payments shall be made to employees no later than the 10th of December each year.

5. Employees whose employment terminates because of retirement shall be paid a prorated 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.
6. Employees whose employment terminates for other reasons prior to November 1st shall not be eligible to receive a longevity bonus.
7. Payment of the longevity bonus shall be based on the following schedule:

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

8. 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 (\$14,000.00).
9. 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:

Regular longevity x full months
between anniversary date and
November 1.

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10. 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:

New longevity - former longevity x
full months between anniversary date
and November 1.

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5.9 LONGEVITY BONUS - RESIDENTIAL TECHNICIANS, BUSINESS MANAGERS,
RESIDENTIAL ACTIVITY TECHNICIANS AND OVERNIGHT TECHNICIANS

- A. Scope. This provision applies to regular full-time and part-time employees classified as Residential Technicians and Overnight Technicians.

Full-time and part-time Business Managers and Activity Technicians shall also be eligible under this section for a longevity bonus; however, they must first attain three (3) years seniority, and then meet the requirements outlined in paragraph B.

- B. Rules/Schedules. All regular full-time and part-time employees classified as Residential Technicians, Business Managers, Residential Activity Technicians and Overnight Technicians will receive a longevity bonus in addition to their regular pay according to the following rules and schedule of payment:

1. The longevity bonus shall be computed from the employee's original date of continuous permanent employment.
2. 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 regular full-time or part-

time, or a regular full-time or 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 work a minimum of nine (9) months during the year (Nov. 1 - Oct. 31) for each payment. Payments shall be made to employees no later than the 10th of December each year.

3. Following the completion of two (2), three (3), four (4), five (5), or more years of full-time or part-time continuous service, excluding unpaid leaves of absences, employees shall receive annual longevity bonus payments as provided in the schedules set forth in paragraphs six (6), seven (7) and eight (8) below.
4. Employees whose employment terminates because of retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time or part-time active employment credited to them from the preceding November 1st to the date of cessation of their active employment.
5. Employees whose employment terminates for other reasons prior to November 1st shall not be eligible to receive a longevity bonus.
6. Payment of the longevity bonus in 1991 shall be based on the following schedule:

<u>SENIORITY</u>	<u>BONUS</u>
2 Years	\$200.00
3 Years	\$300.00
4 Years	\$400.00
5 Years	\$500.00

7. Effective October 1, 1992, payment of the longevity bonus shall be based on the following schedule:

<u>SENIORITY</u>	<u>BONUS</u>
0-4 Years	0
5 Years	\$500.00

8. Effective January 1, 1993, payment of the longevity bonus shall be based on the following schedule:

<u>SENIORITY</u>	<u>BONUS</u>
0-5 Years	0
6 Years	\$500.00

9. A Residential Technician, Business Manager, Residential Activity Technician or Overnight Technician who is promoted or transferred to a large unit or Resident Managers Position with the Employer and maintains continuous regular employment, and who would receive a longevity bonus had they remained in their former position, shall be given a prorated portion of the longevity bonus from their former position at the time it is distributed to other employees.

5.10 TAXES ON LONGEVITY BONUSES

Effective from and after execution of this Agreement, the Employer shall use an employee's actual rate for federal tax deductions for separate paychecks (i.e., longevity) instead of using the twenty percent (20%) rate.

5.11 DEFERRED COMPENSATION

The Employer agrees to provide a deferred compensation plan. 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.

5.12 OUTPATIENT PSYCHIATRIC COVERAGE

Outpatient psychiatric care shall be provided to each regular full-time and regular part-time employee and her family at no cost at the nearest community mental health facility of the Employer providing the necessary service, provided the employee and her 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 family would be entitled were she charged for the services rendered.

5.13 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.

5.14 COMPENSATION

- A. Salary Schedule. Each employee shall receive an hourly rate in accordance with the salary schedule of this Agreement corresponding to her job classification and her step level, when applicable.
- B. Steps Increases. The employee's date of hire shall be used to determine the date of step increases, except as to Resident Managers, for whom the date of beginning continuous employment as a Resident Manager shall be used to determine the date of step increases.

Step increases shall be effective the first day of the pay period of an employee's anniversary date. However, the employer reserves the right to implement changes on the exact anniversary date in the event computer capabilities are available to do so.

- C. Initial Step Level. The original hire of any Resident Manager, Business Manager, or Activity Technician shall be at the first step, provided that an employee may be placed at a higher step level due to previous experience as determined by the Employer.

An employee promoted into a Business Manager, Resident Technician or Activity Technician position shall be placed on the step corresponding to the employees seniority.

- D. Resident Technician Steps. Each employee initially hired or promoted into the position of Residential Technician shall be placed at the Start Salary Level until the pay period following ninety (90) days of employment as a Residential Technician. Effective on the first day of the pay period in which the employee completes said ninety (90) day period, an employee classified as a Residential Technician shall then be placed on the Salary Schedule at Step 2.
- E. Overnight Technicians. Employees classified as Overnight Technicians shall be compensated at the regular Residential Technician rate for time spent in required meetings (i.e., staff meetings, training, etc.). Whenever an employee, classified as a Overnight Technician performs Residential Technician work, such employees will be compensated at the Residential rate, corresponding to the employee's seniority.
- F. Working in Lower Classifications. Any employee working replacement hours for an employee in a lower job classification will be paid at their regular rate of pay. (For example, if a Residential Technician works an Overnight Technician shift, that employee will be paid at the

Residential Technician Rate. If a Business Manager works a Residential Technician shift, the employee will be paid at the Business Manager Rate.)

- G. Effective Date. The benefits provided by this Agreement shall be effective as of the effective date hereof 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 to October 1, 1991, as provided herein.

5.15 OPTICAL COVERAGE

- A. Plan. The Employer agrees to pay the full premium for Optical Coverage as hereinafter set forth, for regular full time and regular part time bargaining unit 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.
- B. Carrier. The Employer reserves the right to substitute another carrier provided the basic provisions of the coverage will not be changed.

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.

- E. Use of Pronouns: Whenever reference is made in this Agreement to the female pronouns -- she, her, hers, etc, -- it is intended and shall include reference to the equivalent male pronoun -- he, his, him.

6.2 GUIDELINES FOR RESIDENT MANAGERS

It is recognized by Union and Management that there is no on site non-union supervision in Community Mental Health residential homes. Therefore, it is of the utmost importance that the Resident Manager act as the on site staff member responsible for overseeing the day-to-day operation of the home as it relates to routine supervision of staff. In this capacity the Resident Manager is responsible for monitoring that Community Mental Health, Department of Mental Health, Department of Social Services and other applicable rules and regulations are followed by Residential Technicians, Business Managers, Overnight Technicians, etc., and it is the responsibility of the Resident Manager to report to management deviations from these standards or any other issues that may have a negative impact on the operation of the home or the care of the residents.

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 a new agreement is not negotiated and the parties to the Agreement do not mutually agree in writing to extend the terms of the Agreement, this Agreement shall terminate at 12:01 midnight on October 1, 1994.

- 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.

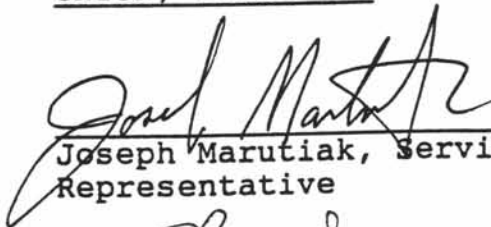
EFFECTIVE DATE AND SIGNATURE

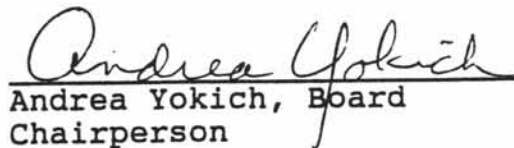
THIS AGREEMENT shall take effect at 12:01 a.m. on the 1st day of October A.D., 1991.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 13TH day of MARCH, A.D., 1992


OFFICE AND PROFESSIONAL
BOARD
EMPLOYEES INTERNATIONAL
UNION, LOCAL 459

COMMUNITY MENTAL HEALTH
CLINTON-EATON-INGHAM
COUNTIES


Joseph Marutiak, Service
Representative



Andrea Yokich, Board
Chairperson


Chuck Wynns, Service
Representative


Louise Wirbel, Board Secretary


Dawn Brown-Hetrick,
Bargaining Team


Linda Good, Bargaining Team


Barbara Rathbun, Human
Resource Director


Bonnie Warren, Bargaining
Team

LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY MENTAL HEALTH BOARD, CLINTON, EATON AND INGHAM COUNTIES
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 459
RESIDENTIAL ON-CALL SYSTEM

This Letter of Understanding is entered into this 12TH day of MARCH, 1992 between the Office and Professional Employees International Union (hereinafter referred to as the "Union") and the Community Mental Health Board, Clinton, Eaton & Ingham Counties (hereinafter referred to as the "Employer").

IT IS HEREBY AGREED AND UNDERSTOOD between the parties that a Residential "On-Call" System (for DD clients) shall be implemented as follows:

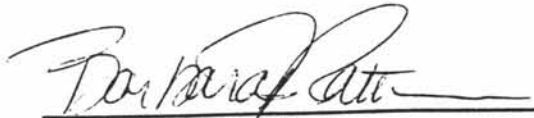
- A. The On-Call System shall apply to regular Resident Managers, Residential Service Workers, Senior Developmental Disabilities Clinicians and Developmental Disabilities Clinicians, who work within the CSDD Residential Component; who voluntarily request to be placed on the On-Call Roster; who have completed 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.
- B. 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.
- C. During the week that a Union employee is assigned On-Call duty, such employee shall be compensated at the rate of one hundred dollars (\$100.00) per week for the On-Call duty in addition to her regular pay, except those weeks which have at least one holiday shall be compensated at the rate of one hundred and twenty five dollars (\$125.00). 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 for miles actually traveled as part of such On-Call duty at the applicable rate as set in Section 3.6 of the Agreement.

- D. When staff covered by this Agreement responds to a call, 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 accumulated 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).
- E. An On-Call Roster will be developed in order for each employee to be assigned her "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 On-Call shift, then the CSDD Residential Supervisor will be responsible for developing a procedure to find a replacement. Two 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.
- F. 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 a 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).
- G. 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.
- H. The On-Call staff person shall not be used to fill Community Mental Health Residential or contract home operator staffing needs.

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.

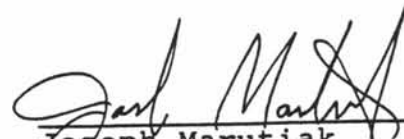
IN WITNESS WHEREOF the parties have executed this Agreement on this
13th day of MARCH 1992.

FOR THE EMPLOYER:



Barbara Rathbun
Human Resources 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 12TH day of MARCH, 1992 between the Community Mental Health Board Clinton, Eaton and Ingham Counties (hereinafter referred to as the "Employer") and the Office & 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

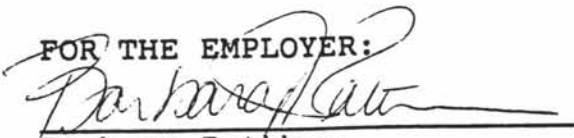
WHEREAS, the Employer has stated it cannot make such a change due to the Payroll Computer System currently in place, It agreed as follows:

- 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.

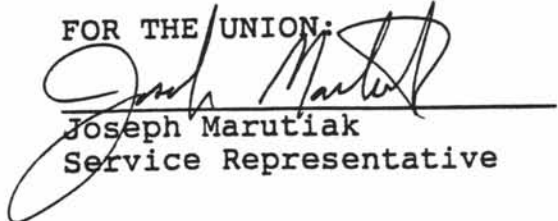
This Letter of Understanding shall commence on the 1ST day of October, A.D., 1991, and shall continue to the 30th day of September, A.D., 1994 unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on this 12TH day of MARCH 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 12TH day of MARCH, 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.

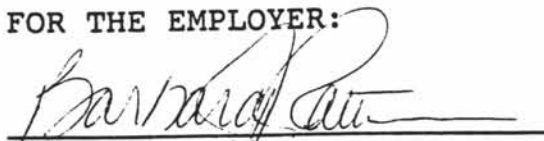
It is agreed that:

- 1) The Employer shall assist, if requested in obtaining insurance for employees who transport client's in their personal vehicles.

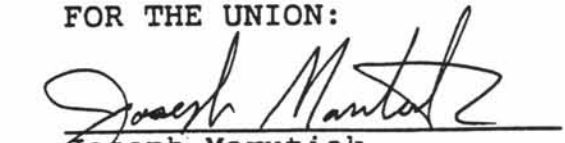
This Letter of Understanding shall commence on the 1st day of October A.D., 1991, and shall continue to the 30th day of September, A.D., 1994 unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the 13TH day of MARCH, 1992.

FOR THE EMPLOYER:


Barbara Rathbun
Human Resource Director

FOR THE UNION:


Joseph Marutiak
Service Representative

Appendix D - Sick Leave Bank

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 12TH day of MARCH, 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 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 prorated 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 prorated 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 prorated 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.

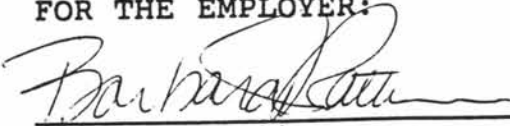
3. All hours donated shall be considered of equal value regardless of the salary level of the employee donating. All hours received shall be considered of equal value regardless of the salary level of the employee accepting the hours.
4. Any requests to donate or receive Sick Leave hours shall be made 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.

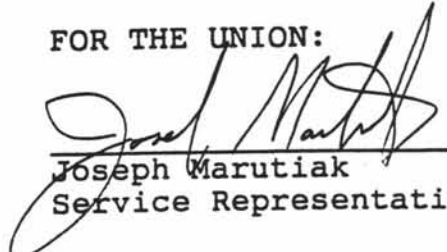
IN WITNESS WHEREOF the parties have executed this Agreement on this 12TH day of MARCH, 1992.

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 Resident Managers:

Probation 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.

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

Probationary Period:

Newly hired Residential Managers shall be considered probationary employees for the first one thousand forty (1040) hours paid of their employment, except that no employees shall be on probation for more than six (6) months. All other newly hired employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Unpaid leaves of absence from work in excess of ten (10) working days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back to her date of hire as a regular employee. An employee who serves as a special part-time employee or temporary employee in a classification covered by this agreement prior to becoming a regular employee shall be credited for such time towards her probationary period, except such time shall not exceed thirty (30) calendar days [one hundred seventy (170) hours paid in for Resident Managers]. The probationary period may be extended once for not more than forty-five (45) calendar days [two hundred fifty-six (256) hours paid for Resident Managers] by written notice to the employee and to the Union prior to the end of the probationary period. Any extension of the probationary period shall not be subject to the grievance procedure.

Probationary employees shall not have recourse to the grievance procedure provided for herein to appeal disciplinary action, layoff or termination and the Union shall not represent them in respect thereto.

SECOND: Section 2.6 (D) - shall be amended to read:

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 [five hundred twenty (520) hours paid for Resident Managers], and shall retain the right to anytime after the 30th day [one hundred seventy (170) hours paid for Resident Managers] 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 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 former position for unsatisfactory performance shall not be subject to the Grievance Procedure.

During the first sixty (60) calendar days [three hundred fifty (350) hours paid for Resident Managers] of the trial period, the employee shall have the option to revert back to her 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 she is performing.

THIRD: Section 2.7 (D) shall be amended to read:

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 [five hundred twenty (520) hours paid for Resident Managers], and shall retain the right to anytime after the 30th day [one hundred seventy (170) hours paid for Resident Managers] of the trial period deny the promotion or Lateral Transfer if the employee is not performing in satisfactory manner. In the event of unsatisfactory performance, the employee shall be returned to her 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 former position for unsatisfactory performance shall not be subject to the Grievance Procedure.

During the first sixty (60) calendar days [three hundred fifty (350) hours paid for Resident Managers] of the trial period, the employee shall have the option to revert back to her 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 she is performing.

FOURTH: Section 5.8 shall be amended to read:

5.8 Longevity - Resident Managers

All regular full time Resident Managers 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.

FIFTH: Section 5.14 shall be amended to add a new paragraph G to read:

- G. 1. Steps for Resident Managers Hired Prior to the Effective Date of This Language. Resident Managers 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 Resident Managers Hired After the Effective Date of This Language. Resident Managers hired after the effective date of this language, that date being _____, shall receive a step for each full calendar

year in which the Resident Manager is paid at least one thousand nine hundred (1,900) hours. If the Resident Manager is not paid one thousand nine hundred (1,900) hours in a calendar year, the Resident Manager will receive the step when the Resident Manager reaches one thousand nine hundred (1,900) hours, and so on.

3. Other Benefits. For all other benefits under this Agreement, the date of beginning continuous employment in Regular full time position with the Employer shall be used and shall be deemed to be the date of hire for all employees.

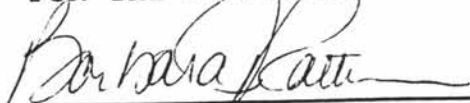
SIXTH: Section 6.1 shall be amended to add:

- F. Hours Paid as used in this Agreement shall include any hours 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.

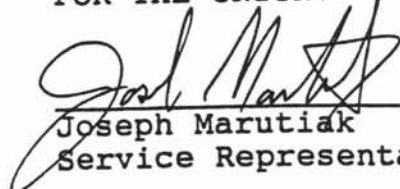
IN WITNESS WHEREOF the parties have executed this Agreement on this 12TH day of MARCH, 1992.

FOR THE EMPLOYER:



Barbara Rathbun
Human Resource Director

FOR THE UNION:



Joseph Marutiak
Service Representative

Appendix F - Safety Concern Policy

SAFETY CONCERNS POLICY

- A. All recipients of mental health services of the Board shall be viewed as clients of the Employer. Therefore, the Employer has the overall responsibility for client management.
- B. Safety Review Procedure.

In the event that the assigned staff person believes that the client presents a significant physical threat to the employees, the staff member will contact her Coordinator to discuss the concerns of safety. In the event a mutually satisfactory solution cannot be agreed upon, the staff will utilize the following procedure.

- Step 1. The concerns will be forwarded in writing to the component Supervisor. The Supervisor may investigate and consult with the appropriate program committee or other agency staff.
- Step 2. In the event a mutually satisfactory solution cannot be agreed upon at Step 1, staff will forward their concern in writing to the Program Director. The Director may investigate and consult with other agency staff and shall give a written response to the assigned staff person raising the concern and a copy to the Union.
- Step 3. In the event a mutually satisfactory solution cannot be reached, staff will forward their concerns in writing to the Clinical Director who will review the concerns jointly with program managerial staff and an appropriate direct care staff. Upon review of concerns the Clinical Director shall give a written response to the assigned staff person raising the concern, and a copy to the Union. The decision reached at this level shall be final.

- C. Emergency Safety Procedure.

When a staff member believes that a client poses an immediate significant physical safety threat to the staff member, after taking appropriate emergency measures, 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 Program Director. The staff person must notify the Supervisor that the issue is to be reviewed by the Program Director. The Program Director shall review the issue immediately. If the Program Director believes a thorough review of the matter is warranted, the Program 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 Program Director may draw upon any resources she feels are appropriate. In the event the Program Director determines that an immediate decision is not warranted, she will refer the matter to Step One of the Safety Review Procedure. The Program Director's decision to refer the matter back to Step One shall be final.

Appendix G - Salary Schedule

SALARY SCHEDULE
RESIDENTIAL

A. The following Salary Schedule shall be effective from October 1, 1991:

OVERNIGHT TECH =====	RELIEF/ PROB =====	RESIDENT TECH =====
\$4.378/hr.	\$6.861/hr.	\$8.050/hr.

BUSINESS MANAGER/ACTIVITIES TECH

(START) STEP 1 =====	(1 Year) STEP 2 =====	(2 Year) STEP 3 =====
\$8.305/hr.	\$8.637/hr.	\$8.982/hr.

RESIDENT MANAGER

	(START) STEP 1 =====	(1 Year) STEP 2 =====	(2 Year) STEP 3 =====	(3 Year) STEP 4 =====	(4 Year) STEP 5 =====	(5 Year) STEP 6 =====
RM-A	\$10.927/hr.	\$11.866/hr.	\$12.425/hr.	\$13.102/hr.	\$13.716/hr.	\$14.497/hr.
(BA)	\$22,729/yr.	\$24,682/yr.	\$25,844/yr.	\$27,253/yr.	\$28,530/yr.	\$30,154/yr.
RM-B	\$12.021/hr.	\$13.013/hr.	\$13.644/hr.	\$14.344/hr.	\$14.977/hr.	\$15.775/hr.
(MA)	\$25,003/yr.	\$27,066/yr.	\$28,380/yr.	\$29,835/yr.	\$31,152/yr.	\$32,814/yr.

The master's rate of pay will only be in effect if required when the job is posted. Individuals employed at the bachelor level are not eligible for automatic movement to the master's level.

SALARY SCHEDULE
RESIDENTIAL

B. The following Salary Schedule shall be effective from April 1, 1992:

RESIDENT TECH

<u>(START)</u> <u>STEP 1</u> =====	<u>(90 Days)</u> <u>STEP 2</u> =====	<u>(2 Year)</u> <u>STEP 3</u> =====	<u>(3 Year)</u> <u>STEP 4</u> =====	<u>(4 Year)</u> <u>STEP 5</u> =====	<u>(5 Year)</u> <u>STEP 6</u> =====
\$6.929/hr.	\$8.130/hr.	\$8.230/hr.	\$8.280/hr.	\$8.330/hr.	\$8.380/hr.

SALARY SCHEDULE
RESIDENTIAL

C. The following Salary Schedule shall be effective from October 1, 1992:

OVERNIGHT
TECH
=====

\$4.509/hr.

BUSINESS MANAGER/ACTIVITIES TECH

(START)
STEP 1
=====

\$8.554/hr.

(1 Year)
STEP 2
=====

\$8.896/hr.

(2 Year)
STEP 3
=====

\$9.251/hr.

RESIDENT TECH

(START)
STEP 1
=====

\$7.102/hr.

(90 Days)
STEP 2
=====

\$8.333/hr.

2 Year)
STEP 3
=====

\$8.436/hr.

(3 Year)
STEP 4
=====

\$8.487/hr.

(4 Year)
STEP 5
=====

\$8.538/hr.

(5 Year)
STEP 6
=====

\$8.589/hr.

RESIDENT MANAGER

(START)
STEP 1
=====

\$11.255/hr.
\$23,411/yr.

(1 Year)
STEP 2
=====

\$12.222/hr.
\$25,422/yr.

(2 Year)
STEP 3
=====

\$12.798/hr.
\$26,619/yr.

(3 Year)
STEP 4
=====

\$13.496/hr.
\$28,071/yr.

(4 Year)
STEP 5
=====

\$14.128/hr.
\$29,386/yr.

(5 Year)
STEP 6
=====

\$14.932/hr.
\$31,059/yr.

M-A
MA)

\$12.381/hr.
\$25,753/yr.

\$13.403/hr.
\$27,878/yr.

\$14.053/hr.
\$29,231/yr.

\$14.774/hr.
\$30,730/yr.

\$15.426/hr.
\$32,087/yr.

\$16.249/hr.
\$33,798/yr.

The master's rate of pay will only be in effect if required when the job is posted. Individuals employed at the bachelor level are not eligible for automatic movement to the master's level.

