

COLLECTIVE BARGAINING AGREEMENT

between

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

and

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH EMPLOYEES

AFSCME Michigan, Local 3385

EFFECTIVE DATES: January 1, 2025, through December 31, 2027

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St. Clair County Community Mental Health Employees
AFSCME Michigan, Local 3385

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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Authority, the employee, and the Union.

The parties recognize that the interest of the community depends upon the Union's and the Authority's success in establishing a proper service system to the citizens of St. Clair County.

ARTICLE 1 - Recognition -

SECTION 1

The Union is hereby recognized as the exclusive representative of all eligible employees within the unit known as the St. Clair County Community Mental Health Authority Employees, AFSCME Michigan, Local 3385 for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and working conditions for the term of this Agreement. The term employee means bargaining unit employee unless otherwise noted.

SECTION 2

Executive employees are excluded from the bargaining unit and shall be defined as Chief Executive Officer (CEO), Deputy Director, Medical Director, Chief Operating Officer (COO), Chief Clinical Officer (CCO), Chief Financial Officer (CFO), Adult Services Director(s), Child & Family Services Director, Finance Director, IT & Security Director, Facilities Director, Support Services Director, and Human Resources Director. Other employees excluded from the bargaining unit shall include Recipient Rights Director, Recipient Rights Advisor(s), Corporate Compliance Supervisor, Corporate Compliance Specialist, Human Resources Manager(s), Project Director, Psychiatrists, Nurse Practitioner(s), Executive Administrative Assistant(s), Administrative Assistant(s), Independent Facilitator(s), temporary employees, employees represented by other labor organizations, and part-time temporary trainers.

SECTION 3

The parties agree that they shall not discriminate against any person because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status.

ARTICLE 2
- Management Rights -

SECTION 1

It is recognized that the management of the Authority, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Authority, with the exception of the County retirement plan. Other rights and responsibilities not abridged by this contract shall belong solely to the Authority and are hereby recognized prominent among, but by no means wholly inclusive. These rights include:

- a. The right to decide the number and locations of its facilities, departments, and programs, etc.; work to be performed within each program; discontinuation of jobs; development of new jobs in accordance with Article 12; maintenance and repairs; amount of supervision necessary; methods of operation; the number of employees assigned and at what facilities or programs; scheduling hours; together with the full responsibility and control for selection and hiring and evaluation of personnel, programs, operations, and facilities; to determine how services will be provided.
- b. Further, it is recognized that the responsibility for the posting, selection, and direction of the working force in accordance with this Agreement includes the right to decide the number of employees, the right to hire, discipline, or discharge for just cause; assign work within a program; the right to unilaterally reassign employees to other units/programs/departments so long as it is within the same job classification; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked; the right to make necessary rules and regulations governing employee conduct and safety.
- c. The Authority's failure to exercise any right directly or indirectly reserved to it or its exercise of such right in a particular way shall not be deemed a waiver of its right to exercise such right or preclude the Authority from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3
- Union Membership, Dues and Service Fees -

SECTION 1

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time may continue membership in the Union for the duration of the Agreement, except that employees may revoke their membership in the Union and discontinue paying dues in accordance with the process established by AFSCME Michigan or by law.

- (b) Employees covered by the Agreement who are not members of the Union at the time it becomes effective, and employees hired, rehired, reinstated or transferred into the bargaining unit, after such date, may, commencing the Ninetieth (90) day following the beginning of their employment in the Unit, may become members in the Union for the duration of this Agreement, except that employees may revoke their membership in the Union and discontinue paying dues in accordance with the process established by AFSCME Michigan or by law.

SECTION 2

- (a) Check-off Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily executes or has executed an Authorization for Check-off of Dues form which is consistent with the terms of the Agreement and does not impose restrictions of free choice upon employees.
- (b) Deductions. Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement and State law. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.
- (c) Delivery of Executed Authorization of Check-off Form. A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom the Union membership dues are to be voluntarily deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization of Check-off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues which is incomplete or in error will be returned to the Local President by the Employer.
- (d) Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws refunds to the employee will be made by the Union.
- (e) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of, AFSCME Michigan, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

- (f) Revocation of Check-off. In the event the Employer receives a revocation of the Authorization for Check-off off Dues form, the Employer will notify the Union and discontinue deductions made pursuant to the Authorization for Check-off of Dues form.
- (g) Termination of Check-off. The Employer shall additionally indicate the amount deducted and notify AFSCME Michigan of the names and addresses of employees, who, through a change in their employment status, are no longer subject to deductions, as well as any employees who have revoked their Union membership and for whom the Employer has ceased deductions.
- (h) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than which constitutes actual deductions made from wages earned by employees who have voluntarily completed an Authorization of Deduction form.

SECTION 3

- (a) Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with this Article.
- (b) Public Employees Organized for Political and Legislative Equality (P.E.O.P.L.E.) Check-off. If allowable by law, the Facility agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employees and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- (c) In the event that the Supreme Court overrules *Janus vs AFSCME* or in the event any of the language contained in this Article is found to be in violation of any law or regulation, the parties will immediately commence negotiations for the sole purpose of developing new language for this Article.

ARTICLE 4
- Union Representation -

SECTION 1

Employees covered by this Agreement shall be represented by no more than three (3) members of the Union, one of which shall be the President, who shall represent the bargaining unit on all matters of application of this Agreement including the grievance procedure.

SECTION 2

Employees covered by this Agreement shall be represented by a three (3) member negotiating team plus a recording secretary for the purpose of negotiating terms and conditions at such times as are mutually agreeable to the parties. Employees shall suffer no loss of pay or benefits for time spent negotiating during their working hours.

SECTION 3

The following is a list of paid and unpaid activities of Union representatives:

Paid Activities (on Authority Time) of the President

- a. Representing Local 3385 members on Authority matters with Administration and attending meetings with the Chief Operating Officer when scheduled. This includes liaison with the Authority and staff regarding Union perspective of contract interpretation and discussions with the Authority and staff regarding policy and contract interpretations for members in general.
- b. Serving on the Authority approved committees as a representative of the bargaining unit such as Labor Relations Committee, Quality Improvement Committee, special committees, etc. The President may designate the Vice-President to attend in the absence of the President.
- c. Representing members at Step II Grievance meetings including investigating and gathering information relative to the grievance issue(s) and preparing the actual written grievance when necessary.
- d. The President may be present at Step I Grievance meetings only if an assigned Steward is new in the position and the President's presence will promote efficiency and provide training for the new Steward.
- e. The President shall be present to represent Grievant at Step III meetings and Arbitration Hearings.

- f. Attendance of the President or a member of the Chapter Executive Committee as designated by the President when requested by an employee to be present at a discharge meeting.
- g. Consultation time with Council staff representative either in person or by phone when regarding labor relation matters affecting the Authority.

Non-paid activities of the President which are to be non-Authority time:

- h. Consultation with other Union Representatives (Stewards, Vice-President, Secretary, Council Representatives, etc.) unless requested by the Authority.
- i. Attendance at Chapter meetings and Local meetings.
- j. Training of Union Representatives.

Paid Authority time activities of Stewards:

- k. Stewards may converse with members by phone and/or meet with members to address specific grievance issues.
- l. Stewards may meet with the Authority to discuss resolution of employee concerns prior to processing a grievance or in special conference during the grievance procedure.
- m. Stewards will represent members at Step I grievance meeting which includes preparation time to gather information pertaining to the grievance and time spent reducing the grievance to writing.
- n. Stewards will be recognized as a representative of the President for grievance and disciplinary meetings.

Non-paid activities of Stewards which are to be non-Authority time:

- o. Time for consultation with other Union Representatives (other than assigned or initial Steward contact).
- p. Attendance at Union meetings and involvement on Union Committees.
- q. Attendance at Step II and/or Step III Grievance meetings when not there as a witness to material facts.

Paid Authority Union time of an employee:

- r. Time to consult with a Union Steward (in person or by phone) when regarding a specific grievance issue.

- s. Meeting with assigned Steward to gather and review information regarding a specific grievance.
- t. Discussions and meetings with the Authority in an attempt to resolve the employee's concern prior to the initiation of the grievance process, or in grievance meetings during the grievance process.

Non-paid Union Activities of Employees Which are to be Non-Authority Time

- u. Consultation with other Union representatives (other than assigned or initial Steward contacted).
- v. Attending Union meetings and involvement in Union committees.
- w. Time spent on other Union activity not specified herein.

SECTION 4

Union representation on committees shall adhere to the following parameters:

- a. Committee representation includes: Safety Committee – up to three (3) representatives, Labor Relations Committee – up to three (3) representatives, and Culture and Wellness Committee – one (1) representative. The Authority is not required to maintain the Culture and Wellness Committee.
- b. No union representative may be on more than one (1) committee at a time with the exception of the Union President;
- c. For a union representative to be eligible to participate on a committee, during working hours, the employee must be reasonably up to date on his/her work, possess a reasonable understanding of the union contract and possess a reasonable understanding of the Authority;
- d. The Authority may make recommendations for appointment to be considered by the Union; however, the Union retains the right to determine its representatives consistent with the criteria established in (c) above.

SECTION 5

No Union member shall be without Union representation when appropriate.

Excluding time spent in contract negotiation meetings, the Union President and Union Vice-President, if the President is unavailable, will have a reduction in their workload to allow for a maximum of twenty-five (25) hours per calendar month for union duties, shared between the President and Vice-President. The Union Stewards, at least one

located at each Agency building location, will have a reduction in their workload to allow for a maximum of thirty-five (35) hours per calendar month for union duties, shared between all Stewards. Reasonable increases in paid representation time at the Union's or Management's request will not be unreasonably denied. The Union recognizes the importance to divide representation equally among Stewards when appropriate.

ARTICLE 5
- Probationary Employees -

SECTION 1

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

SECTION 2

During the probationary period, the employee shall be provided an evaluation on or about ninety (90) calendar days. At the completion of one hundred eighty (180) calendar days of employment, the Authority will provide the employee with a notice of satisfactory completion of the probationary period, a notice of an extension of the probationary period, or with a notice of termination in writing. The employee shall be given a copy of the evaluation or, the evaluation shall be made accessible to the employee through the Human Resource Information System (HRIS).

SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions of employment as set forth in the Recognition clause of this Agreement, except the Union shall not represent employees who are subject to discharge or discipline for reasons other than Union activity.

SECTION 4

When an employee completes the probationary period, he/she shall be entered onto the seniority list of the Union and shall rank for seniority from his/her most recent date of hire for application of benefits and other terms and conditions of employment except layoff.

ARTICLE 6
-Seniority-

SECTION 1

All employees hired prior to 11/19/2002 will have seniority, benefits, and retirement calculated using their original hire date whether with the Authority or County and shall

not be adversely affected by subsequent changes. Those employees who have already switched from regular part time to regular full-time status as of 11/19/2002 shall not have their current seniority adversely affected by this contract.

SECTION 2

Anyone hired after 11/19/02 has one (1) hire date, for all purposes except retirement, and that is the Authority hire date. The seniority date for retirement will be either the Authority's hire date or a prior St. Clair County hire date if there was uninterrupted employment from the County to the Authority. Agency and Authority hire dates are the same.

SECTION 3

For regular full-time employees, calculating seniority will be based upon hire date. For the purposes of lay off, those employees hired by St. Clair County and subsequently hired by the Authority, the Authority hire date will be the seniority date.

SECTION 4

The seniority of regular full-time and regular part-time employees shall be calculated and maintained separately.

Seniority shall be on an Authority wide basis.

SECTION 5

A regular part-time employee's seniority will be based upon the Authority's date of hire so long as the employee remains part time. If a regular part-time employee becomes regular full-time, seniority will be calculated using a Full Time Equivalent (FTE) model for the purposes of lay off, recall, and job bidding. The FTE calculation will be based upon hours paid, excluding overtime. For example, a regular part-time employee who worked thirty (30) hours per week for five (5) years would have four (4) years of seniority if he/she became full-time on his/her anniversary date (5 years x .8 FTE).

If a regular full-time employee becomes regular part-time, seniority will be based upon date of hire.

SECTION 6

Regular part-time employees cannot displace regular full-time employees when a lay off situation occurs.

SECTION 7

If a Chapter 20 employee was previously a member of Local 3385, the Chapter 20 employee can voluntarily bid for a vacant position in Local 3385 only if the Chapter 20 employee left Local 3385 within two (2) years. Should the employee be awarded the position, the employee will be able to credit one hundred percent (100%) of the time spent in Chapter 20 to his/her Local 3385 seniority. If the employee has been in Chapter 20 for two (2) or more years, then the Chapter 20 employee can only displace a Local 3385 employee if the Chapter 20 employee has received a lay-off notice (according to the layoff Article). No Chapter 20 time is credited to Local 3385 seniority in this instance. For the purposes of calculating benefits, including retirement, date of initial hire will be used.

SECTION 8

A non-bargaining unit employee (e.g. executive/confidential employee) can only return to the bargaining unit if 1) He/she was previously in the bargaining unit and 2) A vacancy exists. Should the non-bargaining unit employee actually return to the bargaining unit, seniority for purposes of job bidding, displacement and layoff will be calculated as follows: Loss of four (4) years seniority credit for every year the employee was out of the bargaining unit.

SECTION 9

Seniority issues related to leaves of absence are covered in Article 27 – Leaves of Absence.

ARTICLE 7 - Loss of Seniority -

An employee shall lose seniority for the following reasons only:

- a. Voluntarily terminates.
- b. Is discharged for cause and the discharge is not reversed.
- c. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- d. Retirement.
- e. Absent two (2) consecutive workdays without a call in unless extenuating circumstances exist.
- f. The employee fails to return to work the day following expiration of a leave of absence unless extenuating circumstances exist.

ARTICLE 8
- Discipline, Demotion and Discharge -

SECTION 1

When imposing a suspension or discharge or conducting a “job jeopardy” meeting, the Authority agrees to give written notice, to the Union, within two (2) business days of the action and prior notice if possible; however, the name of the employee will be released only with the employee’s consent. Such notice shall include the action to be taken and the reasons for such action.

SECTION 2

Should the discharged or suspended employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee.

SECTION 3

In imposing any discipline on a current charge, the Authority will not take into account any prior infractions which occurred more than three (3) years prior unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Authority; a discipline for a violation of the Harassment in the Workplace policy; a discipline for a substantiated Recipient Rights violation of Abuse: 1 or 2, and/or Neglect: 1 or 2; or a discipline for a substantiated Corporate Compliance violation of Fraud, Waste, and/or Abuse. Employee Communication Memorandums will not be included on an employee discipline report if they are not directly related to the disciplinary event.

SECTION 4

Employees shall only be disciplined when just cause exists. When discipline is imposed the Authority will cooperate in the Union’s effort to determine fact and in its effort to effectively represent a bargaining unit member if the employee has consented. Notice of all written discipline shall be forwarded to the Union President and staff representative (if applicable); however, the name of the employee will be shared only with the employee’s consent.

SECTION 5

A demotion shall mean the reassignment of an employee to a lower-level classification of less responsibility and a lower wage scale.

Employees who voluntarily demote to a lower-level classification will be placed on the lower-level wage scale one step above their current step without resulting in a pay increase. The employee’s step date does not change as a result of a voluntary

demotion.

Employees demoted with cause shall be placed at a lower-level classification at management's discretion without resulting in a pay increase. The demotion will be documented on an Employee Discipline Report.

ARTICLE 9
- Grievance Procedure -

SECTION 1

STEP 1 – INFORMAL GRIEVANCE

The employee (with or without a Steward) will bring a specific alleged violation of the bargaining agreement, a deviation or failure to comply with an established Authority policy or procedure, or other dispute to their supervisor (or person acting in this capacity directly involved in the grievance) in an attempt to reach a mutually satisfactory resolution. It is anticipated, however, that many grievances could be eliminated if the employee and supervisor just simply communicated first on any potential issues, prior to moving to the formal grievance process.

STEP 2 – FORMAL GRIEVANCE

All grievances must be signed and dated by the aggrieved employee and the Union representative, naming the specific alleged violation of the bargaining agreement, a deviation or failure to comply with an established Authority policy or procedure, or other dispute. The Employer shall acknowledge receipt by signing the grievance. All steps shall be completed on or attached to an Official Union Grievance Form.

All grievances shall be filed, in writing, within ten (10) business days from the date of the alleged violation that led to the grievance or within ten (10) business days from the time the employee was notified or became aware of the alleged violation. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

The supervisor (or Employer designated representative) shall file a written response to the grievance within five (5) business days.

Note: The grievance steps may be skipped by mutual agreement of the parties.

The employee and/or the Union representative shall, within five (5) business days after receiving the written decision of the discussion with the immediate supervisor and/or the Employer's designated representative, appeal the decision by submitting an appeal to the Chief Operating Officer or Employer's designated representative. The Chief Operating Officer or Employer's designated representative shall, within ten (10) business days, record the disposition in detail on all copies of the grievance form, and return copies to the Union Chairperson and Chief Steward.

STEP 3

If the grievance is not resolved at Step 2, the Union representative shall, within five (5) business days of the Step 2 disposition, contact the Chief Operating Officer or the Employer's designated representative to arrange a meeting between the Union representative and the Chief Operating Officer or the Employer's designated representative to discuss said grievance.

This mutually agreeable meeting date and time shall be scheduled between the parties within fifteen (15) business days after the request for a meeting is received. A decision shall be rendered within five (5) business days after the meeting is held.

STEP 4

If the grievance is not resolved at Step 3 and the Union or the Employer wish to carry the matter further, either party must notify the other party of its intent to arbitrate within sixty (60) calendar days after the answer at Step 3 is received. The Employer shall notify the Union of the next Arbitrator scheduled to hear a case.

Selection of the Arbitrator:

1. The moving party shall notify one of the arbitrators from the permanent roster of arbitrators (Paul Glendon, Mario Chiesa, Kathryn VanDagens, Mark Glazer). Assignment shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the process over with the first name on the list.
2. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
3. An arbitrator may be removed from the list by written consent of both parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. An arbitrator may choose to be removed from the list at any time.

Powers of the Arbitrator:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator, in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, powers, authority,

and rights vested with the Authority, except as specifically limited by express provisions of this Agreement.

3. The arbitrator's decision shall be submitted in writing and set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved, and the Authority so long as it is in compliance with paragraphs 1 and 2 above.

SECTION 2

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding upon the Union and any and all bargaining unit employees involved in the particular grievance.

SECTION 3

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer, within the time limits prescribed, may be referred to the next step in the grievance procedure. Any grievance not carried to the next step by the Union, within the prescribed time limits, shall be automatically closed upon the basis of the last disposition of the Employer.

SECTION 4

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that the employee may have received.

SECTION 5

The fees of the arbitrator shall be shared equally.

ARTICLE 10

- Contracting of Services-

SECTION 1

Management will involve the Union whenever possible in discussions of its intent to subcontract current Union work.

SECTION 2

Management will provide the Union with sixty (60) calendar days written notice of its intent to consider contracting out Union work. This notice will include: an estimated

effective date, affected classifications, the estimated number of employees to be affected including possible lay-off numbers and the organization to which the work will be moved. Upon request from the Union, Management will provide access to all relevant information related to the subcontracting that has been requested, e.g., Request for Proposals.

Management will provide affected employees with thirty (30) calendar days written notice of its intent to consider contracting out Union work.

SECTION 3

When subcontracting out work and when bids are relatively equal, the Authority agrees the Union shall be the bidder of choice.

SECTION 4

To the extent that the new contractor will be hiring new employees related to this work, the Authority will require the contractor to hire, for no less than twelve (12) months, the affected Local 3385 employees who are qualified, be it provided that during these twelve (12) months the employee does not voluntarily quit or is terminated for cause. The contractor will pay any hired employees at the contractor's existing pay rate.

ARTICLE 11 - Transfers -

SECTION 1

The employees covered by this Agreement shall have the right to submit a written request to the Human Resources Department for transfer within their same grade level to another location, program, or division. The Employee must meet the minimum qualifications and requirement at the time of request. Any testing required for a position must be completed at the time a position becomes available. All test results shall be kept on file along with the Request for Transfer. Preferential consideration shall be given to seniority. A trial period of not more than ninety (90) calendar days shall be extended to a transferred employee during which time evaluation shall be made by the program director or supervisor as to satisfactory continuous and effective delivery of service. In the event the employee is not retained at such location, program or division, the matter shall not be subject to the grievance procedure and the employee shall be returned to a comparable position within the Agency, without a change in hourly rate or benefits.

SECTION 2

If any employee transfers to a position with the Authority not included in the bargaining unit and thereafter within six (6) months transfers back to a position within the

bargaining unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

SECTION 3

Employee requested transfers will not be honored for the following reasons:

1. The transfer request was honored within the past twelve (12) month period.
2. The employee has received a discipline within the past thirty (30) days. Only Employee Discipline Reports will be considered.
3. The employee has been suspended within the past twelve (12) months.
4. The employee has had a substantiated Recipient Rights violation in the categories of Abuse: Class I and/or II or Neglect: Class I and/or II that resulted in discipline within the last twelve (12) months.
5. The employee has had a substantiated Corporate Compliance violation in the categories of Fraud, Waste, and/or Abuse that resulted in discipline within the last twelve (12) months.

Management will give any second request reasonable consideration; however, the final decision is at the sole discretion of management. It is at management's sole discretion to deny a transfer request when it is determined that it would be too disruptive to either the program to be transferred to, or to be transferred from.

SECTION 4

Transfer requests will not be accepted until an employee has been employed for at least twelve (12) months. Transfer requests will automatically expire on December 31 each year. Transfer requests can be resubmitted annually. This resubmission is the sole responsibility of the employee.

ARTICLE 12 - Rates for New Jobs -

SECTION 1

The Authority shall notify the President of a newly proposed classification and rate structure, including a job description, not less than seven (7) working days prior to its proposed implementation date.

SECTION 2

The Union shall within seven (7) calendar days of such notification indicate to the Authority its intentions to request negotiations concerning the proposed rate structure.

ARTICLE 13
- Temporary Assignments -

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Such employee shall have the necessary qualifications as determined by the posting/job description.

SECTION 2

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

SECTION 3

The Authority will not purposefully manipulate a temporary assignment to prevent an assignment from exceeding ten (10) consecutive days to avoid payment at a higher rate.

SECTION 4

When an employee is temporarily assigned to cover the job duties of an employee in a higher paid classification when covering a leave of absence or extended vacation and the temporarily assigned employee meets the minimum qualifications of the higher paid classification, that employee will be entitled, on the eleventh (11th) consecutive business day, retroactive to the first day of the temporary assignment, to the wage of the higher paid classification only if fifty percent (50%) and over of his/her actual time is spent performing the tasks of the higher paid classification. When calculating the percentage, the time spent overall during the first ten (10) days of coverage will be used.

If the employee's actual time spent is less than fifty percent (50%), the employee is not entitled to the increased wage. The employee in this latter category may need to work overtime and/or request supervisor to assist with prioritization of current work tasks.

When such a temporary assignment is necessary, a plan outlining the detail of coverage and assignments must be developed, by the absent employee (if possible), the temporarily assigned employee and the supervisor. This plan must be completed prior to any absence of an employee and must include the manner in which the temporarily assigned employee will track staff time to verify the percentage. Temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment.

SECTION 5

A temporary assignment, not related to a leave of absence, shall not exceed nine (9) months. A temporary assignment, related to a leave of absence, cannot exceed the length of the leave of absence.

SECTION 6

Temporary bargaining unit assignments shall be posted in accordance with Article 22 except for temporary assignments to fill leaves of absence.

SECTION 7

The experience gained in a position within the bargaining unit by an employee performing temporarily in another position within the bargaining unit position shall be taken into consideration for the purpose of job bidding and selection, including experience gained while temporarily replacing an employee on a leave of absence.

ARTICLE 14

- Work Performed by Non-bargaining Unit Personnel -

SECTION 1

Executive employees and non-bargaining unit employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance.

SECTION 2

A temporary employee is an employee hired to perform a function either full-time or part-time for a predetermined period of time as a substitute for an employee on a leave of absence or in a temporary capacity. The temporary status of a substitute employee shall not exceed the length of the leave of absence of the regular employee. The temporary status of a temporary employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

SECTION 3

Other non-bargaining unit employees are specifically identified as Recipient Rights Director, Recipient Rights Advisor(s), Corporate Compliance Supervisor, Corporate Compliance Specialist, Human Resources Manager(s), Project Director, Psychiatrists, Nurse Practitioners, Executive Administrative Assistant(s), Administrative Assistant(s), Independent Facilitator(s), and part-time temporary trainers.

SECTION 4

Experience gained by a non-bargaining unit employee performing temporarily in a bargaining unit position shall not be counted for the purposes of job bidding and selection.

ARTICLE 15 - Veterans -

SECTION 1

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws, and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal law in effect on the date of this Agreement.

SECTION 3

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 when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of fourteen (14) working days per year is the limitation.

Employees in the Reserve or National Guard are required to participate in a two (2) week training on an annual basis to maintain a Reserve or National Guard member status. The Authority shall pay the employee the difference between their pay from the Reserve or National Guard and their regular hourly pay from the Authority during this time period. A maximum of ten (10) working days per year is the limitation.

ARTICLE 16 - Layoff -

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization, or budget limitation as determined by the Authority. An employee shall be considered to be laid off when he/she no longer works for the Authority in any official capacity. A reduction of hours for a regular full-time employee is considered a layoff.

SECTION 2

When a layoff is determined to be necessary by the Authority, the layoff shall be instituted where services are to be affected. The Authority shall lay off probationary and temporary employees in the service area affected (as defined in Article 5 and Article 14). The Authority shall then lay off employees according to seniority, by classification, and by operation of the Authority's services. The employee in the classification affected by a layoff shall displace the least senior employee in his/her classification or parallel equivalent position or a subordinate classification when otherwise qualified, as determined by the Chief Executive Officer. If the most recent job description states a specific test is required, testing must be successfully completed prior to displacing an employee. A bargaining unit member may only be displaced by a supervisor from the Community Mental Health Supervisors – AFSCME Michigan, Chapter 20, when the supervisor conforms to all the following criteria.

- a. The supervisor has at least ten (10) consecutive years of service with the Community Mental Health Employees – AFSCME Michigan, Local 3385. For purposes of application of this provision, the supervisory unit shall have been established January 1, 1989.
- b. The supervisor may only displace a clinical or program coordinator with less seniority.
- c. The supervisor's seniority for displacement purposes only shall be computed on fifty percent (50%) of his/her years of service within Local 3385.
- d. The supervisor must be otherwise qualified for the clinical and/or program coordinator position.

SECTION 3

The determination of the method of layoff (such as, by example and not limitation: an entire program, by a program component, or by a reduction of some or all programs either pro rata or otherwise) shall not be subject to the grievance procedure.

SECTION 4

The Authority will attempt to provide no less than thirty (30) calendar days written notice of layoff when feasible, contingent upon notice by the funding source, to the Union and the employee. The Union will be provided a list from the Authority of the employees being laid off on the same day that the notices are issued to employees. In the event that thirty (30) days' notice cannot be given, the Authority will schedule a meeting with the President and explore any adverse effect on displacement rights under Section 10 of this Article.

SECTION 5

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification.

SECTION 6

In the event two (2) or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 7

At the point of layoff, there will be no automatic employer payout of sick and vacation time. The employee, during the first twelve (12) months of layoff, has the right to determine when/if there is to be a payout of some or all accumulated vacation time. To the extent the employee is eligible for a payout of accumulated sick hours (see the table in Article 24, Section 18), the employee shall also control whether he/she is paid for such hours. At the end of twelve (12) months of layoff status, all eligible, accumulated, sick, and vacation time will be paid out, at the rate of pay in effect at the time of layoff. During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 8

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

SECTION 9

A part-time employee shall not have the right to displace a full-time employee. A full-time employee who has greater seniority shall be given the option of a layoff or displacement of a part time employee consistent with Section 2 of this Article. When the option has been implemented, the employee may not request the other option. Full-time employees who become part-time through displacement shall be entitled to only those benefits normally due a part-time employee.

SECTION 10

The employee selected for layoff may exercise the option of accepting the layoff, or displacing another employee, be it provided the employee shall only be entitled to displace the least senior employee in the same classification or in a subordinate or parallel equivalent position when otherwise qualified. The employee shall have sole responsibility to initiate the layoff/displacement request. The displacement request shall be made in writing no less than twenty-one (21) calendar days prior to the effective date of the layoff/displacement. Once the employee exercises the option, the employee shall not be entitled to modify the option at any time. The Authority shall not protest the claim

of an employee determined by the Unemployment Agency to be eligible for unemployment benefits.

Employees covered by this Agreement who are demoted in lieu of layoff shall be paid at a wage range to be determined by the Authority. The wage shall not exceed their step and wage range prior to the layoff, nor will it be less than their current step within the lower classification's wage range. Should the employee retain their wage from their higher classification prior to the demotion, that wage shall be redlined until such time the wage range in the lower classification exceeds their current wage.

ARTICLE 17 - Recall From Layoff -

SECTION 1

Recall shall mean a return to work from a layoff.

SECTION 2

When a recall is determined to be necessary by the Authority, the recall shall be instituted where services are to be affected. The Authority shall recall employees by: (1) status (full-time versus part-time), (2) seniority, (3) classification.

SECTION 3

Notice of return to work shall be sent by registered or certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide their interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternate date, shall result in the employee's termination.

SECTION 4

Upon return to work, the Authority shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic, of the collective bargaining agreement. If an employee is recalled from layoff prior to the loss of the employee's seniority status, and that employee had cashed out for fifty percent (50%) of accumulated sick time (if the employee is eligible for this benefit, see the table in Article 24, Section 18), the other fifty percent (50%) of the benefit lost/not paid shall be reinstated to the employee's sick bank.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

ARTICLE 18 - Withholding of Professional Services -

SECTION 1

It is recognized that the needs for care and proper treatment of individuals served by the Authority are of paramount importance and that there should be no interference with such care and treatment.

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and the members of the bargaining unit under this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of individuals served by the Authority or the services and administrative responsibilities of the Authority.

SECTION 3

The Authority shall have the right to discipline or discharge any employee participating in such interferences and the Union agrees not to oppose such action. It is understood, however, that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

SECTION 4

The Authority will not lock out any employees during the term of this Agreement.

ARTICLE 19 - Jury Duty, Witness, and Subpoena Fees -

SECTION 1

An employee who is called to perform jury duty shall inform the Authority's Human Resources Department immediately.

SECTION 2

Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned immediately to the Authority in lieu of regular wage. Should jury duty last less than the employee's entire scheduled workday, the employee shall return to work unless there is approval to use accrued time.

SECTION 3

Time spent on jury duty shall not be deducted from the employee's sick time or vacation time nor adversely affects any fringe benefits.

SECTION 4

Employees who are subpoenaed, as a consequence of their employment or who are called upon as a consequence of their employment shall immediately notify the Authority. The employee shall continue to receive their normal pay when subpoenaed. Compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses shall be surrendered to the Authority.

ARTICLE 20 - Safety Committee -

SECTION 1

Three (3) employee Union representatives and the representatives of the Authority shall constitute a Safety Committee for the purpose of discussing and making recommendations on matters of safety. The Safety Committee shall meet upon the request of either the Union or the Authority. The party requesting the meeting shall provide an agenda of items to be discussed at the meeting. Either party may place additional safety matters on the agenda provided they do so in written form no less than two (2) calendar days in advance of the meetings or unless otherwise mutually agreed.

SECTION 2

The representative of the Union shall suffer no loss of pay or benefits for representing the members of the Bargaining Unit in safety meetings with the Authority during regularly scheduled hours of work.

ARTICLE 21 - Union Bulletin Board -

The Union may use a bulletin board, which shall be located at each location leased or owned by the Authority and designated for use by the Authority. The bulletin board shall

be located in a convenient place for the purpose of posting notices of the following activities:

- a. Union recreational and social events
- b. Union elections
- c. Results of Union elections (Officers/Stewards)
- d. Union meetings

ARTICLE 22
- Promotions and Job Postings -

SECTION 1

The Authority shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Authority shall post a notice of available job opportunities electronically when the Authority determines a vacancy exists. All positions in a newly created unit/program/department shall be posted. A newly created position in an existing unit/program/department will not be posted if a current employee is being unilaterally reassigned to the newly created position and the vacancy position left by this reassignment is being eliminated (if there is no reassignment then the position will be posted). The Authority shall endeavor when filling vacancies to appoint whole positions, however, if it is not feasible, the Authority may then split the position between programs and program sites. The posting shall include:

- a. A brief description of the job and essential functions
- b. The wage range
- c. The scheduled hours
- d. The physical location and program
- e. Qualifications
- f. Pre-employment standardized testing, if applicable

SECTION 2

The job shall be posted for at least five (5) working days (excluding Saturdays, Sundays, and holidays) for employees and may be concurrently posted externally. At the conclusion of the five (5) day posting the Human Resources Department will provide an initial review and forward applications meeting minimum requirements to the applicable manager/supervisor/director/officer who requested the position. The Manager's/Supervisor's/Director's/Officer's receipt of applications and conducting of interviews shall follow the order and preference below:

- a. Non-probationary bargaining unit candidates who meet the minimum qualifications of the posting;
- b. Probationary employees who meet the minimum qualifications of the posting; and

- c. External (non-employee) applicants who meet the minimum qualifications of the posting.

Internal non-probationary and probationary employees shall be interviewed first. If after being interviewed the internal employee(s) is not selected to fill the position, only then can the manager/supervisor/director/officer receive and review any external applications.

SECTION 3

Employees applying for a vacant position shall utilize the internal, electronic Career Center application in the Authority's Human Resources Information System (HRIS). Employees may also utilize the career link on the Authority's public web page or links through other social media or job posting forums. Employees must complete all required sections of the application and submit all required documents outlined in the application process for consideration.

SECTION 4

In making the award of the job, the Authority will consider the employee's qualifications and seniority. Evidence of qualifications shall include meeting minimum or preferred knowledge, skills, abilities, and demands; educational or certification requirements; satisfactorily completing an interview, and, if noted in the job posting, pre-employment standardized testing used to assess and demonstrate necessary skills within a particular job as applicable. Where qualifications are relatively equal, the employee with superior seniority shall be awarded the job. The Authority may only award the job to an external candidate when that candidate is superior in experience and skills and at least equal in education to the non-probationary and probationary bargaining unit candidate(s). The award shall be made within sixty (60) calendar days after the posting unless mutually agreed otherwise. The Authority will make every reasonable effort to award the position in an expeditious manner.

SECTION 5

A trial period for all employees who are promoted or awarded new positions into a different classification shall be provided as follows:

- a. Sixty (60) calendar days for para-professional and clerical classifications
- b. One hundred twenty (120) calendar days for professional classifications.

If the position is given to a probationary employee, the current probationary period continues to run concurrently with the trial period. At the beginning of the trial period, written evaluation criteria will be presented to the employee. Midway through the trial period, the employee and his/her supervisor will meet to review the employee's performance; should there be any deficit areas identified, the employee should receive a written plan for improvement, as appropriate. The trial period can be extended with

mutual agreement among the Authority, the employee, and the Union. An extension shall not be subject to the grievance procedure.

SECTION 6

An employee may elect to return to his/her former classification during a trial promotion period. An employee who fails to satisfactorily complete the trial period of a promotion shall be returned to his/her former classification. The employee is not guaranteed to be returned to the specific position, program, or the location in which they came from prior to the trial period associated with the new position or promotion.

SECTION 7

The Authority shall provide the President with the name(s) of the applicant(s) awarded a job.

SECTION 8

Employees interested in promotion opportunities should indicate such by identifying career goals at the time of their annual Employee Assessment. The employee and their supervisor should continue to have discussions regarding the employee's goals during regularly scheduled supervision. Formal notification of interests via letter, email, or memo is also acceptable, none of which are required to be considered for promotion.

ARTICLE 23 - Worker's Compensation -

SECTION 1

The Authority shall provide employees the opportunity to supplement Worker's Compensation from accrued sick time during a leave of absence due to a work-related illness or injury.

SECTION 2

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and FICA taxes.

SECTION 3

The supplemental compensation shall be deducted from the employee's accrued sick time but in no case shall exceed the employee's accrued sick time.

SECTION 4

When an employee is eligible for Worker's Compensation, the employee shall endorse to the Authority the Worker's Compensation check and the Authority shall continue to provide the employee a regular paycheck based upon accrued sick time minus normal authorized payroll deductions.

SECTION 5

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick time, or who exhaust their sick time while on an injury leave, shall retain the Worker's Compensation check as directed by the Authority.

SECTION 6

Sick time shall supplement Worker's Compensation on the ratio of one (1) sick day for each four (4) days of Worker's Compensation paid.

ARTICLE 24 **- Sick Time and Disability Insurance -**

SECTION 1

Regular full-time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Regular full-time employees can accrue sick time to a maximum of two hundred twenty-five (225) hours.

SECTION 2

Regular part-time employees' sick time will be calculated on an annual basis and can accrue to a maximum of one hundred fifty (150) hours. The previous year's total compensated hours (from anniversary date to anniversary date) will be calculated. This number will be divided by 1950 hours and the applicable sick hours allocated. This will equal 12 months' worth of sick time to be accrued on a pay-by-pay basis.

SECTION 3

An employee shall be eligible to use sick time upon accrual that begins calculating upon hire, for mental or physical illness, injury, or health condition, illness of a dependent child (including a foster child), or serious and/or critical illness to his/her spouse, domestic partner, parent, or child, or adult who lives in the employee's home for whom the employee is the legal guardian. Proof of foster care status or legal guardianship may be required. The employee may, per management's discretion (by way of example only, in cases of suspected attendance abuse), be required to provide proof of illness of spouse, domestic partner, parent, child, or legal ward from a health care professional.

Acceptable health care professionals are those deemed acceptable under FMLA statutes and regulations.

For the purposes of this section, domestic partner means two (2) persons:

- (1) Who declare that they are in a relationship of mutual support, caring, and commitment; and
- (2) Who share the common necessities of life; and
- (3) Who are not related by blood in a manner that would bar marriage in the State of Michigan; and
- (4) Neither of whom are married or in any domestic partnership; and
- (5) Who are at least eighteen (18) years of age and otherwise competent to enter into a contract.

An employee shall use sick time in fifteen (15) minute increments up to the employee's regularly scheduled work hours.

Any sick time use other than provided by this Agreement shall be considered a misuse and an abuse.

SECTION 4

An employee shall not be entitled to use more sick time than has been accrued or in advance of time to be credited.

SECTION 5

Proof of an illness from a health care professional may be required if an employee has missed three (3) consecutive workdays.

SECTION 6

Sick time may be taken in place of normally scheduled workdays, excluding holidays.

SECTION 7 – Sick Time

Any employee that has exhausted their sick time bank and requires additional sick time shall be required to do the following:

- a. Access their vacation or compensatory time accrual bank(s).
- b. Should (a) not be an option, then the employee's leave will be unpaid subject to the following conditions:

- 1) Be required to submit a health care professional's note specifying the nature of the illness and their unavailability to work to their supervisor upon their first day of return to work.
- 2) Be responsible to reimburse the Authority for his/her fringe costs for any time off for which they do not have an accrued bank to draw. If the leave is under approved FMLA, then health premiums are covered.

SECTION 8 – Short-Term Disability

Regular full-time employees shall be eligible for continuation of pay when an illness or injury extends beyond twenty (20) consecutive workdays. Compensation shall commence the twenty-first (21st) workday and shall provide two-thirds (2/3) of the disabled employee's normal gross pay. Verification of a continuing medical disability may be required by the Authority in order to provide continuation of pay. Continuation of pay shall be offset by benefits derived from the Authority's retirement plan, social security, and/or worker's compensation.

SECTION 9 – Short-Term Disability

The Authority shall provide the disabled employee continuation of their regular pay from the twenty-first (21st) workday to the one hundred eightieth (180th) calendar day from disability. During the period that the Authority provides the disabled employee continuation of their regular pay, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced pay. In other words, all benefits based upon regular pay shall be computed upon the reduced pay.

SECTION 10

The disabled employee shall not be ineligible for continuation of pay for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

SECTION 11 – Long-Term Disability

When an employee is eligible, as determined by the carrier, commencing the one hundred eighty-first (181st) calendar day, continuation of pay shall be provided by an insurance carrier of the Authority's choice or by the Authority at the Authority's discretion. Long-term disability/ continuation of pay continues for up to five (5) years. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the Authority in accordance with the following safeguards and conditions.

- a. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium

costs regardless of whether the disabled employee is using accrued paid time off under Section 14 to supplement his/her disability benefit.

- b. The Authority shall require prepayment of all premium costs.

In the event an employee's application for long-term disability benefits is initially denied, and during the appeal of the denial, the employee will be offered COBRA continuing health care coverage. Should the employee be declared eligible for long-term disability benefits as a result of the appeal, the employee will be reimbursed fifty percent (50%) of the COBRA premiums plus any administrative fee paid by the employee in the interim up to a maximum of six (6) months. The six (6) months of health care coverage under this Section shall be made retroactive to the initial date of the interim COBRA coverage.

SECTION 12 – Long-Term Disability

The eligible employee shall be entitled to select either of the following options to the core continuation of pay (disability) plan:

- a. CORE PLAN

- * 66 2/3% of base wage
- * 5 years from date of disability
- * \$4,000 monthly maximum

- b. OPTION I

- * 70% of base wage
- * Benefits to age 65
- * \$6,000 monthly maximum

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Option and Option I at the Authority's group rate.

SECTION 13

The Authority may offer the employee a redemption in lieu of continuation of pay. The decision to accept or reject a redemptive offer is at the sole discretion of the employee.

SECTION 14

The employee shall be eligible to supplement disability compensation with available vacation or sick time on a ratio of one (1) vacation day or (1) one sick day for every three (3) days of absence in order to remain at full regular gross pay.

SECTION 15

When an employee's illness or physical condition raises the question of fitness to perform essential job functions, or if the employee exhibits questionable attendance, the Authority may require the employee to submit to a physical examination and the Authority shall pay the expense incurred.

SECTION 16

An employee on an approved disability leave using sick time, continuation of pay, or disability insurance shall be subject to all the provisions of Article 27- Leaves of Absence.

SECTION 17

The employee must promptly notify his/her supervisor of his/her absence or he/she may be subject to disciplinary action.

SECTION 18

Upon termination of employment, an employee with accrued retrievable sick time shall be entitled to receive compensation for the unused time to their maximum accrual allowed based upon the following schedule of years of service:

<u>Years of Service</u>	<u>% of Accrual</u>
0 To 8	0%
8 or More	50%

Effective January 1, 2025, a new hire employee shall not be entitled to receive compensation for unused sick time.

SECTION 19

Each employee in grade level VI or higher shall give the Authority thirty (30) days written notice of their intent to terminate their employment or the employee shall forfeit seven and one-half (7 ½) hours of retrievable (payable) sick time for each workday short of the required notice of a voluntary separation of employment. All other employees shall give two (2) weeks written notice or forfeit sick time on the same basis. The last day worked cannot be a Saturday, Sunday, or holiday.

ARTICLE 25
- Bereavement Leave -

SECTION 1

Regular full-time and part-time employees shall be eligible for bereavement leave as follows:

- a. Up to five (5) regularly scheduled working days with pay for: spouse, domestic partner, child, stepchild, mother, father, or stepparent.

For the purposes of this section, domestic partner means two (2) persons:

- (1) Who declare that they are in a relationship of mutual support, caring and commitment; and
 - (2) Who share the common necessities of life; and
 - (3) Who are not related by blood in a manner that would bar marriage in the State of Michigan; and
 - (4) Neither of whom are married or in any other domestic partnership; and
 - (5) Who are at least eighteen (18) years of age and otherwise competent to enter into a contract.
- b. Up to three (3) regularly scheduled working days with pay for brother or sister.
 - i. Up to two (2) additional regular scheduled working days with pay to be deducted from sick time or vacation time.
 - c. Up to three (3) regularly scheduled working days with pay to be deducted from sick time or vacation time for: mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepsibling, step grandchild, legal guardianship/dependent, spouse stepparent, spouse son-in-law or daughter-in-law, spouse grandparent, spouse grandchild, spouse step sibling, spouse brother-in-law or sister-in-law, aunt, uncle, niece, nephew, or cousin.
 - d. One (1) regularly scheduled workday to be deducted from sick time or vacation time for a friend.

One (1) additional regularly scheduled workday may be granted, to be deducted from the employee's sick time or vacation time, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

The employee has the option of using additional sick time or vacation time, if needed, for an immediate family member with the prior approval of their supervisor. The employee may be allowed to take additional unpaid bereavement leave, with prior approval from their supervisor and continue to be eligible and continue to participate in the health insurance program during this period.

NOTE: Part-time employees will receive the number of days, prorated, based on the number of hours worked on average in the prior twelve (12) months or for those months worked if less than twelve (12).

SECTION 2

The employee must notify their supervisor when the bereavement leave is to commence.

All bereavement leave must be taken in consecutive days unless prior approval has been issued to use in a non-consecutive manner.

Regardless of what type of accrued time is used (e.g. bereavement, sick, or vacation), the amount of time paid will not exceed the number of hours the employee would otherwise have worked during that time.

ARTICLE 26 - Personal Time -

SECTION 1

Employees are entitled to use thirty (30) hours of personal time per calendar year to be deducted from the employee's sick time accrual. Personal time can be taken in increments of fifteen (15) minutes, not to exceed the employee's regularly scheduled workday.

SECTION 2

For each calendar year, regular full-time employees who reach two hundred twenty-five (225) hours of accrued sick time and regular part-time employees who reach one hundred fifty (150) hours of accrued sick time will be allowed to use an additional seven and one-half (7 ½) hours as personal time, deducted from their sick time bank. For each calendar year, the maximum personal time use cannot exceed forty-five (45) hours.

SECTION 3

Except in emergency situations, employees will give at least two (2) calendar days' notice to their supervisor of the intent to take personal time. The use of personal time is subject to the approval of the supervisor.

ARTICLE 27
- Leaves of Absence -

SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year (except as noted in Section 10 of this Article), will be granted without loss of seniority (loss of seniority means the employee will have no less seniority at the end of the leave than at the beginning; seniority may or may not accrue during the leave depending on the circumstances) so long as the appropriate documentation has been submitted for:

- a. Personal/medical illness leave (physical or mental);
- b. Prolonged illness of spouse or child: Such leave may be extended for like cause by consent of the Authority, so long as the leave or extension shall be consistent with meeting the operating needs of the Authority;

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the FMLA and a fact sheet shall be provided to the employee in a reasonable method and manner. Leave taken under the FMLA will be taken consistent with the Act, this provision, and the policy of the Authority.

SECTION 2

Additional leaves of absence for reasonable periods, not to exceed one (1) year (except as noted in Section 10 of this Article), will be granted without loss of seniority (loss of seniority means the employee will have no less seniority at the end of the leave than at the beginning; seniority may or may not accrue during the leave depending on the circumstances) so long as the appropriate documentation has been submitted for:

- a. Serving in a Union position;
- b. Educational purposes when job related. Job related generally references schooling that will advance the employee's skills in a manner directly related to his/her current position or to prepare for an advanced position within the Authority. Program coverage issues will be considered when approving or denying an educational leave, however, will not be unreasonably withheld. Approval is contingent upon actual enrollment verification. Such leave may be extended for a reasonable period by consent of the Authority provided the employee makes a request sixty (60) calendar days in advance, so long as the leave or extension is consistent with meeting the operating needs of the Authority. Upon graduation or completion of course(s) or in the event of early termination of actual educational curriculum, the employee will notify the Authority and return to work within two (2) business days. Working days begin the day after the last, final examination or the last class session, whichever is later.

In the event the employee should return to work prior to the scheduled conclusion of the leave, the Chief Executive Officer shall have discretion to schedule the return to work in a manner that best and most efficiently satisfies the operational need of the Authority.

SECTION 3

All leaves based upon illness, shall be supported by a statement from the health care professional when requested by the Authority. When requested by the Authority, a statement from the health care professional shall be furnished at reasonable intervals of the illness, evidencing the inability of the employee to perform essential job functions.

SECTION 4

The Authority may require the employee on personal medical leave to submit to an examination by a health care professional chosen by the Authority, provided the charges by the health care professional are paid by the Authority.

SECTION 5

The requirements of Section 3 and 4 may be waived by the Authority, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted nor set a precedent for future decisions.

SECTION 6

An employee shall not be allowed to return to work from a personal medical leave without medical verification of recovery from the health care professional and may be subject to Section 3.

SECTION 7

Nothing shall prevent the employee from requesting an extension of a leave of absence that is more than the original request, but still less than one (1) year. The Authority shall not deny any reasonable request based upon a continuing disability. Continuation of leaves for reasons other than the disability of the employee shall be subject to the exclusive approval of the Authority. An exception can be made at the discretion of the Chief Executive Officer in the event of extraordinary circumstances (e.g., inability to schedule a medical appointment due to doctor's schedule).

SECTION 8

A request for an extension of a currently approved leave of absence (less than one (1) year) shall be made in writing to the Chief Executive Officer at intervals that provide the Authority sufficient opportunity to plan but not less than ten (10) working days prior to the expiration date of the leave.

SECTION 9

For paid, approved contract leaves (personal/medical, illness of spouse/child, work related educational, parental, union business or short-term disability) seniority and other benefits shall accrue.

SECTION 10

If the approved contract leave (personal/medical, illness of spouse/child, work related educational, parental, or union business) is unpaid and not a leave under the Family & Medical Leave Act, seniority and eligible service recognition shall be frozen (not accrue) and adjusted upon return. The employee may be eligible for health benefits under COBRA. One (1) exception to this is if the approved unpaid leave is for ten (10) business days or less in total length, the employee will continue to accrue seniority but not any other benefits.

SECTION 11

Non-medical (serving in a union position, educational purposes when job related, parental leave for newborn child or adoption) and non-personal medical (prolong illness of spouse or child) leaves of absence are only granted for one (1) year with no exceptions.

However, following an approved personal medical leave of absence (for up to one year), it is the expectation of the Authority that the employee either return to work with the clearance from a health care professional or the employee's employment ends. Should there be extenuating circumstances that require the employee to continue to be absent from work, a request to consider an extended leave, not to exceed two (2) years, may be submitted for consideration and will not be unreasonably denied. The employee shall submit a request that specifically explains the continued health condition, the prognosis for return to work, which should be reasonable given the circumstances of each employee case. Each instance will be handled on a case-by-case basis and sets no precedent for future requests. An extended date of return to work must be established with a "to be determined but no later than a date certain."

SECTION 12

Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the grievance procedure.

SECTION 13

Leaves of absence with pay for any short-term educational training which will benefit the Authority may be authorized by the Chief Executive Officer.

SECTION 14

Union employees elected to attend the International Union Convention, Council Convention, or Education Conference shall be granted a leave of absence to attend such conferences or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulative total of fourteen (14) days per year. A maximum of one (1) Union member may attend any such convention or conference at any one time. Such leaves shall be without pay.

SECTION 15

The Authority shall provide the employee the opportunity to return to employment at a job and/or salary level comparable to that held at the time the leave of absence was granted.

SECTION 16

Employees who have successfully completed probation and have worked at least 1,250 hours during the previous twelve (12) months are eligible for four (4) weeks of paid parental leave for the birth of a child(ren) or adoption of a child(ren) contingent upon signed agreement that they commit to working for one (1) full calendar year following their return from the leave of absence (paid and unpaid). The employee must be named as a parent on the child's birth certificate or adoption paperwork, which must be presented to the Authority within thirty (30) days of the date of birth or date of adoption. Step-parent adoption or adoption of a child over six (6) years of age does not qualify for paid parental leave.

If two employees are parents for the same birth or adoption, both may take paid parental leave of four (4) weeks. The same commitment to work for one (1) full calendar year following his or her return from the leave of absence (paid and unpaid) applies.

Paid parental leave will run concurrently with FMLA. Employees will utilize the FMLA application process in order to be eligible for paid parental leave. The four (4) weeks shall be consecutive and intermittent leave does not apply. Exceptions may be made at Management's discretion when both parents are employed by the Authority.

The employee shall receive his or her base pay during the paid parental leave period. For regular part-time employees, the rate of pay will be based upon their average hours worked per week during the previous quarter.

Holidays observed during the paid leave are recorded as a paid holiday in accordance with Article twenty-nine (29) and will not extend the four (4) week paid parental leave. An employee is not required to exhaust sick time or vacation time before taking a paid parental leave and will continue to accrue sick time and vacation time during his or her paid leave.

ARTICLE 28
- Vacation Time -

SECTION 1

- a. All full-time employees shall be entitled to vacation time according to the following schedule:

Days/Years of Service	Vacation Days Available
Upon Successful Completion of 90 – Days of Probation	5 Days
Upon Successful Completion of Probation	5 Days
1 Year Anniversary	5 Days
2 – 4 Year Anniversary	17 Days Annually
5 – 9 Year Anniversary	20 Days Annually
10 – 14 Year Anniversary	23 Days Annually
15 – 19 Year Anniversary	25 Days Annually
20 + Year Anniversary	28 Days Annually

Narrative Example:

- When a regular full-time employee successfully reaches the first 90 days of their probationary period, they will be credited five (5) vacation days in their vacation bank for use.
 - When a regular full-time employee successfully completes their full probationary period (generally one hundred eighty [180] days unless extended), they will be credited with five (5) vacation days in their vacation bank for use.
 - When a regular full-time employee reaches their 1 year anniversary, they will be credited with. No additional vacation time is added to the employee's back until their two (2) year anniversary.
- b. Regular part-time employees' vacation time will be calculated on an annual basis. The previous year's total compensated hours (from anniversary date to anniversary date) will be calculated (based upon full pay periods). This number will be divided by 1950 hours times the applicable full-time vacation hours allocation.
- c. The Authority may, at its sole discretion, place a new hire on the vacation schedule, not to exceed the 5 – 9 year level, when in its opinion it is necessary for the recruitment of an individual with the education and experience desired for

the position being recruited. A new hire so placed will remain at the initial placement level until such time as his/her actual years of service with the Authority permits advancement to the next level.

SECTION 2

An employee shall not be entitled to use more time than they have earned or in advance of time to be credited.

SECTION 3

An employee shall be entitled to carry forward from the previous year's accrual. The vacation time balance cannot exceed two hundred sixty-two and one-half (262 ½) hours. The Authority shall have exclusive rights to waive the maximum limit for a reasonable period not to exceed six (6). The waiver of the maximum limit will not be arbitrarily withheld. In the event the employee fails to schedule vacation usage that would bring them back into compliance during the variance period, the time over the maximum will be forfeited.

SECTION 4

Vacation time shall be requested by the employee through the utilization of the Authorities' HRIS. Employees must have the prior approval of the Authority in order to use requested vacation time. Time taken without the prior approval of the Authority shall be considered a "no-show." Approval shall be contingent upon adequate program coverage and/or the employee's workload at the discretion of the Authority, but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous. Requests for the use of vacation time cannot be made more than three (3) months in advance unless the Authority determines that extenuating circumstances exist.

SECTION 5

A paid holiday occurring during a vacation leave shall not be deducted from the vacation accumulation.

SECTION 6

Upon termination, retirement, or death, the employee or beneficiary shall be paid the total unused vacation time and a prorated pay-off of accrued vacation time from his/her date of separation retroactive to his/her last anniversary of employment, and such payoff of unused vacation time shall not exceed two hundred sixty-two and one-half (262 ½) hours.

ARTICLE 29
- Holidays -

SECTION 1

All regular full-time employees shall be entitled to the following paid holidays: The following holidays are intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended holiday schedule shall prevail and apply:

Holiday	Actual Date to be Celebrated
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Fourth Friday of November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

and such other holidays as may be established by action of the Authority.

SECTION 2

Employees shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday to be eligible for holiday pay, unless the employee had previously approved time off or has a note from a health care professional evidencing the employee's illness. Exceptions can be made to this by mutual agreement between the Authority and the employee.

SECTION 3

In the event a holiday falls upon a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls upon a Saturday, the preceding Friday shall be considered as the holiday.

SECTION 4

Employees required to work a holiday, and/or work an observed holiday by the Authority, shall receive time and one-half (1 ½) the base for each hour worked and an hour-for-hour vacation credit.

SECTION 5

Regular part-time employees who have worked for the Authority for at least three (3) months and have worked an average of 17.5 hours or more per week in the six (6) pay periods prior to the following specific holidays will receive five (5) hours of holiday pay for the six (6) major holidays as follows: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

SECTION 6

Part-time employees will be given the opportunity to make up any unpaid holiday time on an hour-for-hour basis within eight (8) weeks of the occurring holiday. The regular parttime employee will have an alternative option of using available personal time or accrued vacation time for the holiday based on the number of hours that employee would have been scheduled to work that day. Requests to exercise this option must be submitted for approval prior to the day off.

ARTICLE 30 - Working Hours and Overtime -

SECTION 1

The typical working hours of a full-time employee shall be thirty-seven and one-half (37½) hours per week. To be responsive to the needs of the individuals receiving services, program activities, outside forces such as grant requirements, etc. (not an all-inclusive list), the Parties recognize that working hours may vary.

- a. Both Parties will attempt to develop a mutually agreed upon work schedule.
- b. Both Parties recognize the Authority's right to adjust staff and/or program schedules, as is necessary. The parties also recognize the Union's desire for employees to be able to generally rely on having a regular schedule. (Management will attempt to notify a new hire of any irregular hours that exist at the time of hire. There will be no forced split shifts.)
- c. Fixed Schedule: The Employer and the Employee will work to develop a mutually agreeable Fixed Schedule based upon program coverage, the needs of the individuals served, grant obligations, etc. The Fixed Schedule shall be consistent each week and will not vary. The Fixed Schedule shall not exceed

thirty-seven and one-half (37 ½) hours per week. Employees will be entitled to overtime after thirty-seven and one-half (37 ½) hours per week. Overtime will require the supervisor's prior written approval. (Exceptions: Sections 8 and 9 of this Article.)

- d. Variable Schedule: If circumstances permit, the Employer and the Employee may work to develop a mutually agreeable Variable Schedule, as long as the schedule meets program coverage, the needs of the individuals served, grant obligations, etc. The Variable Schedule may vary on a weekly basis. Employees on a Variable Schedule shall not be entitled to overtime until they have exceeded forty (40) hours in a week or seventy-five (75) hours in a pay period. Overtime will require the supervisor's prior written approval. (Exceptions: Sections 8 and 9 of this Article.)

SECTION 2

By way of definition:

- a. A regular full-time employee is usually scheduled to work a thirty-seven and one-half (37½) hour work week.
- b. A regular part-time employee is usually scheduled to work fewer than thirty (30) hours a week.
- c. The Authority may schedule a part-time employee to work a schedule of thirty (30) hours per week but less than thirty-seven and one-half (37 ½) hours per week due to special circumstances or seasonal requirements.

However, if a part-time employee averages thirty (30) hours per week or more over the course of a calendar year, the Authority will review the work assignment to determine if such work schedule will be of an ongoing nature or temporary. If it is determined that the schedule will be of an ongoing nature, the Authority will notify the Union and schedule a meeting to discuss a satisfactory solution.

SECTION 3

Each employee working six (6) or more consecutive hours shall be entitled to, program needs permitting, break time equaling up to fifteen (15) minutes, in the first half of the day and up to fifteen (15) minutes in the second half of the day.

Employees who work less than six (6) hours shall be entitled to break time equaling up to fifteen (15) minutes at the midpoint of their regular workday.

Break time includes any time spent in non-work activities. By way of example, this includes restroom breaks, personal calls and conversations, smoking breaks, trips to obtain beverages and/or food/snacks, etc.

Each employee working six (6) or more hours shall be entitled to an unpaid lunch break of up to one (1) hour each day.

SECTION 4

The Authority shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

SECTION 5

A Variable Schedule employee shall make every attempt to adjust excess hours worked so as not to work over forty (40) hours in any given week or seventy-five (75) hours in a pay period. All overtime must be approved, in advance and in writing, by the employee's supervisor.

SECTION 6

The Authority shall compensate the employee with compensatory time off or pay as determined by the employee, contingent upon approved funding, in accordance with the provisions of this Article. Compensatory time shall be allowed to accrue to a maximum of fifty (50) hours. Hours which would exceed the maximum shall be paid to the employee. The employee selection of pay or compensatory time shall be for the entire pay period affected. Compensatory time shall be scheduled at the mutual convenience of the Authority and the employee.

SECTION 7

Any full-time employee or the Authority may request a Variable Schedule within the following parameters:

- a. A Variable Schedule employee can work no more than forty (40) hours or less than thirty-five (35) hours in any given week, not to exceed seventy-five (75) hours in a two (2) week period.
- b. An employee cannot be regularly scheduled to work more than ten (10) hours, plus up to one (1) hour of unpaid time spent for meals in any one (1) day.
- c. No employee can regularly start earlier than one (1) hour before Program/Department hours, unless approved by their supervisor.
- d. No employee can regularly work later than 9:00 p.m. with the exception of the Mobile Crisis Unit, unless approved by their supervisor.

- e. Variable Schedules shall be adjusted to ensure staff attendance at mandatory trainings and meetings.
- f. Reasonable program needs and/or the needs of individuals served supersede the parameters of approved variable schedules.
- g. A Fixed Schedule employee may request to modify his/her regular hours for a thirty (30) minute lunch break. The Authority will make every effort to accommodate said request, as long the Authority's needs are met. Employees making use of this sub-paragraph shall not be allowed to consolidate time for use as a substitute for paid time off. This sub-paragraph is not intended to be used on a regular basis.

The Authority shall have exclusive authority to approve or deny an employee request. Any Authority request must be agreed upon by the employee.

SECTION 8

Employees who work in a program where duties and responsibilities are required to be available during non-business hours, shall be considered in an on-call, paid status during designated times. Employees required to be available for on-call duty shall receive one (1) hour of employee regular rate of pay for each five (5) hours they are in an on-call status. If the employee provides a service during their on-call status, the employee will be compensated at their full rate of pay rounded to the nearest fifteen (15) minute increment, in accordance with the FLSA. Service includes telephone calls and follow up required relating to the call, including documentation. Travel time to and from the employee's home shall be compensated. Employees shall have the option of choosing between regular pay or compensatory time.

- a. Provisions of Article 30 – Overtime, Sections 1-6 and 8 shall not apply to a staff person during their scheduled on-call duty. It is recognized that employees designated as “on-call” will be required to be part of the program's on-call/stand-by rotation schedule. Trading of scheduled on-call/stand-by duty is permissible if approved in advance by the designated supervisor.
- b. On-call duty shall be defined for weekdays as from 5:00 p.m. to 7:59 a.m., Monday through Saturday a.m. (fifteen (15) hour coverage period; and for weekends from Saturday starting at 8:00 a.m. to Sunday ending at 7:59 a.m., and Sunday starting at 8:00 a.m. to Monday ending at 7:59 a.m. (twenty-four (24) hour coverage period). The weekend coverage schedule (twenty-four (24) hour coverage period) will also be the same for any day that is recognized as an Authority holiday or official closure day (twenty-four (24) hour day accordingly defined).
- c. The Authority shall pay on behalf of the employee the employer share of FICA, Social Security Alternative payments, retirement, Worker's

- Compensation and Unemployment Compensation cost. Additionally, the Authority shall furnish to the on-call employee a /cell phone and laptop.
- d. The on-call employee agrees to be available by cell phone to conduct official business of the Authority and to stay free of all alcohol and non-prescription drugs, excluding over-the-counter medications for minor ailments, during his/her on-call coverage.
 - e. An employee serving an on-call assignment shall be reimbursed for mileage incurred from the point of departure and return in accordance with the applicable mileage reimbursement policy and rate in effect for the Authority.
 - f. Some initial parameters will be set for this “on-call” implementation:
 - 1) No staff can work more than two (2) consecutive weekdays “on-call.”
 - 2) No staff can work more than eight (8) weekdays and two (2) weekends per month “on-call.”
 - 3) Once staff leave the premises to make a face-to-face visit, he/she will be paid for at least one (1) hour.

SECTION 9

Mobile Crisis Unit (MCU) only:

- a. MCU regular hour work shifts are defined as 8:00 am – 4:00 pm and 4:00 pm – 11:00 pm weekdays and 10:00 am – 6:00 pm on weekends; holidays are excluded.
- b. MCU paid “on-call” time is as follows:
 - 1) Monday – Thursday, 11:00 pm – 8:00 am
 - 2) Friday 11:00 pm – 10:00 am Saturday
 - 3) Saturday 6:00 pm – 10:00 am Sunday
 - 4) Sunday 6:00 pm – 8:00 am Monday
 - 5) Agency Holidays, 8:00 am – 7:59 am (twenty-four [24]) hours)
- c. MCU staff required to be available for on-call duty shall receive one (1) hour of pay for each five (5) hours served on call at the individual employee’s regular rate of pay.
- d. If the on-call MCU staff actually has to work (take or make telephone calls, act as back up staff listening to be sure primary picks up a telephone call) the staff will be compensated at their full rate of pay rounded to the nearest fifteen (15) minute increment, in accordance with the FLSA, for the phone call and follow up required relating to the call, including documentation.

- e. If the on-call MCU staff actually has to work (leave their home to do a face-to-face service), the staff will be compensated at their full rate of pay rounded to the nearest fifteen (15) minute increment, in accordance with the FLSA, from the point the staff leaves his/her home until his/her return home, including documentation of the service.

ARTICLE 31
- Agency Closure or Partial Closure of Facility -

SECTION 1

In the event the agency decides, due to inclement weather, or unforeseen circumstances, to completely close during regular work hours all employees who were scheduled to work during those hours will be paid straight time for all scheduled work hours missed due to the closure.

Those employees who are asked to work in person and/or face to face, at any site, by the Authority during a closure to meet essential or critical needs of the Agency shall be paid at the rate of time and one half for hours actually worked.

SECTION 2

Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation other than that which was agreed upon when the request for the day off was approved.

SECTION 3

If only one location is impacted by a closure, e.g., power outage at one location, staff at the impacted location will be expected to work remotely or report to an Agency location not impacted by the event. It is the expectation that employees scheduled to provide community and homebased services will continue providing the services in which they were scheduled to provide unless their ability to provide services/supports are also impacted by the event impacting the Agency. Any employees who do not have the proper Agency equipment to work remotely or at another location, shall be on a "standby" status. Upon the affected location's return to normal function, all standby staff shall report to work within one hour or use available time from their vacation time bank or personal time bank for the hours not covered by the location's closure. In the example of a power-outage, should power be restored, staff may be directed to report to their regular worksite.

ARTICLE 32
- Retirement Benefits -

SECTION 1

All full-time regular employees hired prior to 01/01/2016 shall, upon their date of hire, participate in the St. Clair County Employees' Retirement System (SCCERS). This system consists of the Defined Benefit Pension Plan and the Retiree Health Care Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement system custodians and shall not be subject to nor require separate Union approval. Employees hired on or after September 9, 1992, shall be subject to the information provided herein.

SECTION 2

The County shall determine the level of funding necessary to assure and maintain the financial stability of the SCCERS. All full-time regular employees shall contribute five percent (5%) of his/her pension eligible wages, as defined by the SCCERS, Article II, Section 2.1.c, through payroll deduction toward the Defined Benefit Pension Plan. The remainder of the funding necessary to assure and maintain the financial stability of the system, as determined by the County, shall be the responsibility of the employer.

SECTION 3

All full-time regular employees hired on or after 11/07/2007 and prior to 01/01/2016 shall contribute two percent (2%) of their pension eligible wages, as defined by the SCCERS, Article II, Section 2.1.c, through payroll deduction toward the Retiree Health Care Plan.

All full-time regular employees hired before 11/07/2007 will make no additional contribution towards Retiree Health Care with the following stipulation:

If the employer determines after closing out the fiscal year, there are funds available in an amount adequate to contribute the recommended contribution as determined by the Retirement Board Actuary toward the Retiree Health Care Fund, there will be no additional contribution by the employee. If the funds are less than the recommended contribution as determined by the Retirement Board Actuary, then the employees shall make up the difference by contributing a percentage of gross pay, calculated to the tenth of one percent (1%) not to exceed two percent (2%). This is in addition to the current employee contribution of five percent (5%) to the Defined Benefit Pension Plan.

SECTION 4

Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

SECTION 5

A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 or More	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

SECTION 6

A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for the basic coverage.

SECTION 7

An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal:

- a. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) actual years of service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement System, and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.
- b. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement System and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.
- c. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service.

SECTION 8

Effective January 1, 1999, retirement shall be computed on the employee's pension eligible wages only and shall not include compensation from;

- a. Overtime pay or compensatory time payoff.

- b. Vacation time accrual payoff upon separation from employment for any reason.
- c. Sick time accrual payoff upon separation from employment for any reason.

SECTION 9

The pension plan documents shall be the controlling documents and are hereby incorporated into this collective bargaining agreement by reference.

SECTION 10

Full-time regular employees hired on or after 01/01/2016 shall not be eligible for the Defined Benefit Pension Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan. Full-time regular employees hired on or after 01/01/2016 shall not be eligible for the Retiree Health Care Plan.

The Defined Contribution Plan (457 Plan) has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct his or her investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

The employee and employer combined may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable St. Clair County Community Mental Health Authority policies.

The Employer will match the Employee's contribution to the 457 Plan dollar for dollar up to a maximum of eight percent (8%) of total wages with no vesting period. The Employer match will begin as of the date the Employee begins elective deferrals. The Plan documents outlining additional details of the 457 Plan are available in the St. Clair County Community Mental Health Authority Human Resources office.

ARTICLE 33 - Life Insurance -

SECTION 1

The Authority shall provide each regular full-time employee with \$40,000 life insurance.

SECTION 2

Regular full-time employees shall be eligible for core life insurance under the Authority's flexible benefit plan consistent with Section 1 and may choose one of the following options:

a. Option 1

The purchase of an amount equal to the core benefit at the Authority's group rate. The employee shall be subject to and responsible for the premium cost and any and all taxes determined by the IRS. Premiums shall be paid by bi-weekly payroll deduction.

b. Option 2 (*Only available if there is twenty percent (20%) participation, except for those already grandfathered*)

The purchase of an amount equal to twice the core benefit at the Authority's group rate. The employee shall be subject to and responsible for the premium cost and any and all taxes determined by the IRS. Premiums shall be paid by bi-weekly payroll deduction.

SECTION 3

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

SECTION 4

On an approved leave of absence without pay, the employee may continue premium payment within the provision of the insurance policy or forfeit insurance coverage.

ARTICLE 34

- Health, Dental, and Vision Care -

SECTION 1 – Health

Regular, full-time employees shall be eligible to participate in the health care plan. Eligibility begins the first day of the month following the first full month of employment (from the date of regular full-time hire). Eligibility includes dependent children up to age twenty-six (26) and totally disabled adult children who were enrolled in the Plan prior to their twenty-sixth (26th) birthday. Employee's must provide a birth certificate or legal document of adoption at the time of enrollment in order for their dependent children to be eligible. Employees shall be eligible to enroll their lawful spouse in the SCCCMHA health plan of the employee's choosing. Employees must provide legal documentation of lawful marriage at the time of enrollment in order for their spouse to be eligible.

SECTION 2 – Health

The employee's premium cost shall be paid by way of payroll deduction. Employee contributions are dictated by Public Act 152, which limits the amount the employer can legally contribute toward the medical insurance premium. Plan availability and employee contribution amounts may change in subsequent contract year(s). The Authority will publish available plans and updated rates when available. The Employer shall select on an annual basis the options available to it consistent with Public Act 152.

SECTION 3 – Health

Regular, full-time employees who are eligible to participate in the plan but who elect not to participate must produce evidence of other health care coverage for themselves and dependents. Additional basic information to meet the Affordable Care Act (ACA) reporting requirements must also be provided.

Eligible employees not electing to be covered by the health care plan as provided in this Article, shall be entitled to an annual health care rebate in the amount of two thousand five hundred (\$2,500)/single, three thousand (\$3,000)/two (2) person, and three thousand five hundred (\$3,500)/family, in lieu of said coverage. Once the employee has produced evidence of other health care coverage payment shall be made in equal bi-weekly installments. Payment shall discontinue if the employee experiences a qualifying event and opts into a SCCCMHA health plan.

SECTION 4 – Health

Employees electing to participate in the Minimal Essential high deductible health plan (HDHP) will be provided a contribution by the Authority into a Health Savings Account (HSA) to help off-set the high deductible associated with the plan. The contribution by the Authority will be the difference between the PA152 hard cap for the applicable year and the premium cost for the plan for the applicable year. This amount will be adjusted annually based on the adjustments to the hard cap and plan premium costs. Employees will be notified of the HAS contribution amount during open enrollment each year. The deposits into the employee's HAS account by the Authority shall be made in equal, bi-weekly installments. Should the premium cost increase more than the hard cap, there will be no HAS contribution by the Authority. The HAS administrator will be at the discretion of the Authority.

SECTION 5- Dental

Regular full-time employees shall be eligible to participate in the core dental plan. Eligibility begins the first day of the month following the first full month of employment (from the date of regular full-time hire). Eligibility includes dependent children up to age twenty-six (26) and totally disabled adult children who were enrolled in the core plan prior to their twenty-sixth (26th) birthday. Employees must provide a birth certificate or

legal documentation of adoption at the time of enrollment in order for their dependent children to be eligible. Employees shall be eligible to enroll their lawful spouse in the SCCCMHA core dental plan. Employees must provide legal documentation of lawful marriage at the time of enrollment in order for their spouse to be eligible.

SECTION 6 - Vision

Regular full-time employees shall be eligible to participate in the Vision Plan when provided as part of the overall health care plan. Eligibility begins the first day of the month following the first full month of employment (from the date of regular full-time hire). Eligibility includes dependent children up to age twenty-six (26) and totally disabled adult children who were enrolled in the plan prior to their twenty-sixth (26th) birthday. Employees must provide a birth certificate or legal documentation of adoption at the time of enrollment in order for their dependent children to be eligible. Employees shall be eligible to enroll their lawful spouse in the SCCCMHA vision plan. Employees must provide legal documentation of lawful marriage at the time of enrollment in order for their spouse to be eligible.

SECTION 7 – Health, Dental, and Vision

In order to acquire and maintain any of the benefits provided by Article 34, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the policies established by the Authority and/or the insurance carriers.

SECTION 8 – Health, Dental, and Vision

An employee who fails to provide timely notice of a status change may be required to reimburse the Authority for the difference in premium costs.

SECTION 9 – Health, Dental, and Vision

On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

SECTION 10 – Health, Dental, and Vision

Regular part-time employees have the option of purchasing a health care plan, dental plan, and/or vision plan. Eligibility begins the first day of the month following the first full month of employment (from the date of regular full-time hire). Regular part-time employees will pay one hundred percent (100%) of the cost of the plan(s) at the employee's expense. Employee payments will be made through payroll deduction and the employee's net earnings must be more than the cost of the coverage selected.

SECTION 11 – Health, Dental, and Vision

The parties agree to form a Joint Health Care Committee made up of an equal number of members from the Employer and the two (2) bargaining units combined. The Committee will, among other things, review cost containment programs and other sources of potential health care coverage for active employees during the term of the Contract. The frequency of the Committee meetings will be at least annually unless waived by both parties.

The Committee is committed to investigate programs designed to reduce cost while providing adequate and acceptable health care coverage. Consideration will be given to alternative health care insurance providers, cost containment programs, and alternatives to traditional plans. The Committee may make recommendations to the Employer and the Union; however, the Employer retains the sole discretion to accept, reject, or implement, subject to bargaining with the Union said recommendations.

ARTICLE 35
- Employee Liability -

The Authority shall indemnify each employee against claims of liability which may arise in and from the course of his/her employment.

ARTICLE 36
- Mileage, Travel, and Business Expense Reimbursement -

SECTION 1

Employees who are approved to use their own vehicles to conduct Authority business shall be reimbursed for each mile driven at the maximum non-taxable rate established by the IRS.

SECTION 2

Any mileage, travel, and business expenses not turned in by the fifth (5th) working day of the month following the month in which the expenses were incurred, will not be reimbursed to the employee that month.

Reimbursable mileage, travel and business expenses are NOT to cross fiscal years, i.e., submitting September expenses in November. Travel/Expense Vouchers that are not submitted in accordance with policy will not be reimbursed.

ARTICLE 37
- Additional Benefits -

SECTION 1

The Authority must provide any required uniforms at no cost to the employee.

SECTION 2

The Authority shall make an effort to provide an area for the employees so they may have a lunch break without interruption.

SECTION 3

The Authority shall provide the Union with one copy of each job description.

SECTION 4

The Authority shall reimburse employees for repairs or replacement of eyeglasses, contact lenses, or clothing that are broken, destroyed, or damaged in the performance of their duties, provided upon investigation by the Authority, the employee exercised due care and caution and was not otherwise negligent. Employees shall be paid their normal wage for travel time to secure clean clothing and return to work, within reason.

**ARTICLE 38
- Attachments -**

Attachments to this contract include:

Attachment A Wage Schedules 2025-2027

**ARTICLE 39
- Wages -**

SECTION 1

The Wage Schedule shall be in effect and become operative upon approval of the St. Clair County Community Mental Health Authority Board of Directors on January 14, 2025, and shall be retroactive to January 1, 2025. Wage schedules for 2025 (3%), 2026 (to be determined), and 2027 (to be determined) immediately follow this section and are a continuation of Article 39.

SECTION 2

If the contract is ratified on or before December 31, 2024, all regular employees who meet the below stipulations will receive a one-time lump sum payment in January 2025. Regular full-time and regular part-time employees shall receive one thousand five hundred dollars (\$1,500).

To be eligible for the ratification bonus, the following criteria must be met:

- The employee must have been employed as a regular part-time or regular full-time employee as of December 31, 2024.

- The employee must not have submitted a notice of resignation prior to the date of payment.
- The employee must be actively employed on the date of payment.

The payment will be made by 01/31/2025. For employees on probation as of the payment date, the payment will be held and paid out only after the employee's successful completion of the employee's probation. For employees on a non-intermittent leave of absence, the payment will be held and paid out only after the employee's return to work following their leave of absence.

The Agency will determine if sufficient funding allows for future lump sum, not to base payments.

SECTION 3

The parties recognize and agree that the wage scale includes all positions on the previous Schedule I Wage Scale and Schedule II Wage Scale.

ARTICLE 40

- Letters of Agreement, Understanding & Clarification -

SECTION 1

From time to time, during the term of this agreement, both Management and the Union will determine if there is a need to clarify something in the contract or a past practice, as well as agree to something new that does not currently exist in the contract. When this occurs, the parties will execute either a Letter of Agreement, Understanding, or Clarification. When executed, they will be tracked using a numerical designation of the year and number of agreement, understanding, or clarification, for example "2025-01".

SECTION 2

The following is a list of surviving Letters of Agreement, Understanding, or Clarification executed prior to this contract.

April 2002 – Temporary Part Time Position – Newsletter

2021-02 – LOA, MCU Shift Premium

2022-01 – LOU, Tri-Share Child Care Program

2022-02 – LOA, Temporary Part-Time Outpatient Clinician

2023-04 – LOA, Clinician Retention Payments & Clinician Referral Bonus

SECTION 3

The Letters are attached to this contract. All other Letters have either been incorporated into this contract, have expired, or are now void.

ARTICLE 41
- Termination of Agreement -

SECTION 1

This agreement shall be in effect and become operative upon approval of the St. Clair County Community Mental Health Authority Board of Directors on January 14, 2025, and shall continue in operation and effect through December 31, 2027, except that only Article 39 - Wages shall be reopened sixty (60) days prior to December 31, 2025, and only Article 39 – Wages shall be reopened sixty (60) days prior to December 31, 2026. If either party desires to terminate, modify, or amend this agreement it shall, at least sixty (60) days prior to December 31, 2027, give notice to the Authority or the Union, as the case may be, of its intention to terminate, modify, or amend this agreement. If neither party gives notice the agreement shall remain in effect for 12 months after January 1, 2028.

The parties have executed this agreement on the 20th day of 2024.

FOR THE UNION

FOR THE AUTHORITY

President

Nancy S. Thomson
Board Chairman

Date: _____

Date: 12-20-24

Signed by:
Stephanie Mason

AFSCME MI Representative

[Signature]

Chief Executive Officer

Date: 12/20/2024

Date: 12-20-2024

ARTICLE 41
- Termination of Agreement -


SECTION 1

This agreement shall be in effect and become operative upon approval of the St. Clair County Community Mental Health Authority Board of Directors on January 14, 2025, and shall continue in operation and effect through December 31, 2027, except that only Article 39 - Wages shall be reopened sixty (60) days prior to December 31, 2025, and only Article 39 – Wages shall be reopened sixty (60) days prior to December 31, 2026. If either party desires to terminate, modify, or amend this agreement it shall, at least sixty (60) days prior to December 31, 2027, give notice to the Authority or the Union, as the case may be, of its intention to terminate, modify, or amend this agreement. If neither party gives notice the agreement shall remain in effect for 12 months after January 1, 2028.

The parties have executed this agreement on the 20th day of 2024.

FOR THE UNION

FOR THE AUTHORITY



President



Board Chairman

Date: 12/27/24

Date: 12-20-24

AFSCME MI Representative



Chief Executive Officer

Date: _____

Date: 12-20-2024