

MENTAL HEALTH AGREEMENT

This Agreement is made by and between the BRANCH COUNTY COMMUNITY MENTAL HEALTH AUTHORITY (hereafter “the Employer”) and the PROFESSIONAL AND CLERICAL DIVISION OF LOCAL 517 M (the successor of Local 586), Service Employees International Union, AFL-CIO (hereafter “the Union”).

ARTICLE I

PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth the wages and hours and terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

ARTICLE II

RECOGNITION

Section 1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of MCLA 423.201 **et seq.** as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

All employees of Branch County Community Mental Health Authority (d/b/a/ Pines Behavioral Health Services, hereafter “Pines”) excluding the Chief Executive Officer, supervisory, and confidential employees.

Section 2. Definitions

- (a) **Regular Full-Time Employee.** A regular full-time employee is an employee who is working the official workweek for a minimum of thirty five (35) hours a week on a regular schedule at a job classified by the Employer as regular.
- (b) **Regular Part-Time Employee.** A regular part-time employee is an employee who is scheduled to work less than thirty five (35) hours per week but a minimum of twenty four (24) hours per week on a regular schedule at a job classified by the Employer as regular.

The EMPLOYER may contract with individuals or organizations outside of the bargaining unit to perform OBRA exams and screenings as needed. However, if it

contracts for more than 20 hours of such service in each of three consecutive weeks, the EMPLOYER shall create a part-time position to perform such work.

(c) Supervisor. A Supervisor is any person with the authority to hire, transfer, lay off, discharge, promote, or effectively discipline employees, or who has the responsibility to direct employees, or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgment and skill.

(d) Employer. “Employer” shall mean the BRANCH COUNTY COMMUNITY MENTAL HEALTH AUTHORITY.

Section 3. Temporary Employees. Temporary employees may be hired from time to time to supplement the regular work force. When these employees are to be hired, the Union will be notified of the number and given a description of the tasks to be performed and an estimate of the length of time of employment to conclude those tasks. In no case will the time of employment exceed ninety (90) business days. If the term of employment goes beyond ninety (90) business days, the employee will become part of the bargaining unit and will be subject to the terms and conditions of this Agreement. The Employer agrees that the exercise of this provision shall not be abused.

ARTICLE III

UNION SECURITY

Section 1. Representation. Upon receipt of a written authorization from an employee, and to the extent permitted by law, the employer shall deduct from the employee’s wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee’s membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending a signed written notice to the Union by registered mail and to the Employer’s Financial Officer by hand delivery during the period of fifteen (15) days immediately succeeding the annual anniversary date of the contract (December 16 through December 31).

Section 2. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

Section 3. Payroll Deduction for Union Dues.

(a). During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues uniformly levied in accordance with the Constitution and the by-laws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form.

(b). Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Employer's Financial Officer.

(c). Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.

(d). A properly executed copy of the written authorization form for each employee for whom Union periodic membership dues shall be delivered to the Employer's Financial Officer before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization form which has been properly executed as is in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer's Financial Officer.

(e). All authorizations filed with the Employer's Financial Officer prior to the fifteenth (15th) of the month shall become effective the first (1st) day of the following month provided the employee has sufficient net earnings to cover the dues. An authorization filed thereafter shall become effective on the first (1st) day of the second (2nd) month following the filing of the authorization. Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15th) day of the following month.

(f). In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and by-laws, refunds to the employee will be made by the Union.

(g). The Union shall notify the Employer's Financial Officer in writing of the proper amount of Union membership dues and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees from whom deductions have been made, together with the amount deducted from each employee.

(h). If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.

(i). The Employer shall not be responsible for dues after an employee's employment relationship has been terminated.

(j). The Employer shall not be liable to the Union or its members for any dues once such sums have been remitted to the Union, and further, shall not be liable if such sums are lost when remitted by United States mail.

Section 4. Hold Harmless. The Union agrees to indemnify, defend, and save the Employer and any and all public officials, officers, and employees of Branch County Community Mental Health Authority harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues provided herein or by reason of action taken by the Employer pursuant to Section 3.

ARTICLE IV

REPRESENTATION

Section 1. Steward. Bargaining unit employees covered by this Agreement shall be represented by a Steward and an Alternate Steward, both of whom shall be regular full-time employees who have completed their probationary periods. The Alternate Steward shall act only in the absence of the Steward. It shall be the function of the Steward to act in a representative capacity for the purpose of processing and investigating grievances for the employees covered by this Agreement.

Section 2. Collective Bargaining Committee. The Employer agrees to recognize not more than three (3) non-probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer.

Section 3. Identification of Union Representative. The Union will furnish the Employer in writing with the names of its Steward and Alternate Steward and Collective Bargaining Committee members who are employed within the Collective Bargaining unit and such changes that may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

Section 4. Visitation. An International Representative of the Union may be permitted to visit the operation of the Employer during working hours to talk with the Steward or representatives of the Employer concerning matters covered by his Agreement, provided, however, such visitation shall not interfere with performance of work by bargaining unit employees. A time and place for such visits must be arranged in advance by written communication from the Union to the Employer.

Section 5. Participation. Executive officers of the International Union and/or the representatives duly authorized to represent the union and/or the President of the Local Union if not employed by the Employer will be permitted to participate in any step of the grievance procedure or contract negotiations and to meet with represented employees on matters concerning wages, hours or conditions of employment after notifying the

appropriate department head or supervisors provided, however, that such meetings shall not be disruptive to departmental employees.

Section 6. Special Conference. A special conference for important matters (other than grievances) will be arranged between the Union President and Chief Executive Officer or his designated representative within ten (10) working days of such request of either party for such conference. Such meeting shall be between at least two (2) representatives of the Employer and the Union's Executive Committee (not more than three [3] people). Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting may be presented at the time the conference is requested.

Section 7. Union Activity. Except as specifically provided in this Agreement, the employees, stewards, and bargaining unit members shall not engage in Union activity during working hours.

Section 8. Electronic Communication. Within a reasonable period of time after the execution of this Agreement, the Employer agrees to provide the President of the unit via electronic transmission the following information regarding each bargaining unit member:

- Name
- Address
- Hire Date
- Rate of Pay

Upon request of the President of the unit, but not more than once per month, the Employer agrees to update the above information via electronic transmission.

Whenever a termination of employment, transfer, or new hire occurs, the Employer will notify the President of the unit within five (5) business days of the occurrence.

Section 9. COPE

(a) Committee on Political Education (COPE): During the term of this Agreement, the Employer will honor a written authorization signed by any Employee for the deduction of voluntary Committee on Political Education (COPE) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorization shall be on a form consistent with federal law and this Agreement, and attached as Exhibit 1.

(b) Deductions shall be made only in accordance with the provisions of a properly executed written authorization form. The Employer will cause such contributions to be remitted at the same time as all other monthly remittances are forwarded to the Union, together with a written statement of the names of the Employees from whom deductions were made.

Section 10. Union Leave. The Employer agrees to grant the bargaining unit up to twenty-four (24) hours of union leave per year, to be used by employees for attendance at in-service training by the Service Employees International Union including conventions, workshops, schools and other similar activities related to the representation of the employees covered by the Agreement. Union leave may be used only in accordance with the following guidelines:

- (a) Not more than one employee may be granted union leave at a time.
- (b) Union leave is limited to a maximum of twenty-four (24) hours per year, to be shared among those employees in the bargaining unit.
- (c) A request for union leave shall be made in writing not less than five (5) working days prior to the leave.
- (d) The decision by the Employer to grant union leave shall be subject to the Employer's operational needs and staffing requirements

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Management Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all the inherent and customary rights, powers, functions, and authority of management to manage its programs and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work; to hire and reduce or increase the size of the work force; to adopt, modify, or amend its budget or any appropriation; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the Grievance or Arbitration Procedures established in this Agreement.

The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish classifications; to establish and change work schedules, including reduction of employee work hours in lieu of lay off; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however that these rights shall not be exercised in violation of any specific provisions of this

Agreement, and as such, they shall be subject to the Grievance Procedure established in this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of reasonable policies, rules, regulations, and practices in further thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution, the laws of the State of Michigan and the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under applicable Michigan laws.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. For the purpose of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. Informal Procedure. An employee with a complaint, shall within ten (10) working days of the date of the occurrence which gave rise to the complaint or within ten (10) working days of the date the employee first reasonably should have known of the events which gave rise to the complaint, discuss it with his immediate supervisor with the object of resolving the matter informally. If requested, the Steward may be present.

Step 2. Formal Procedure. If the complaint is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts and specific provision or provisions of this Agreement alleged to have been violated, signed by the aggrieved employee, and, within five (5) working days following the verbal discussion, presented to the employee's immediate supervisor. The immediate supervisor shall place his written disposition and explanation upon the grievance and return it to the Steward or employee within five (5) working days after receipt of the written grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievant may within five (5) working days after receipt of the written answer in Step 2, demand a meeting to be scheduled between the Chief Executive Officer, immediate supervisor and the Collective Bargaining Committee to discuss the grievance. This meeting shall be scheduled within ten (10) working days after receipt of the grievant's appeal to Step 3. Either party may have non-employee representatives in attendance. The

Chief Executive Officer shall place his answer on the grievance form and return a copy to the grievant and unit president within five (5) working days following the meeting.

Step 4. If the grievance is not satisfactorily resolved in Step 3, the grievant may, within five (5) working days after receipt of the written answer in Step 3, demand a meeting to be scheduled between the Chief Executive Officer, immediate supervisor, two (2) members of the Mental Health Personnel Committee, and the Collective Bargaining Committee to discuss the grievance. This meeting shall be scheduled within ten (10) working days after receipt of the grievant's appeal to Step 4. Either party may have non-employee representatives in attendance. Subsequent to the meeting, the employer shall reduce his answer to writing on the grievance form and return a copy to the grievant and the unit president within ten (10) working days after the meeting. Upon mutual agreement, a mediation session may be scheduled following the Step 4 answer.

Section 3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the Union fails to present a grievance in time or to advance it to the next Step in a timely manner, it shall be considered withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step of the Grievance Procedure. The time limits established in the Grievance Procedure may be extended by mutual agreement provided the extension is reduced to writing and the period of the extension is specified.

Section 4. Time Computation. Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 5. Grievance Form. The grievance form has been mutually agreed upon by the Employer and the Union and is attached to this Agreement as Exhibit 2.

Section 6. Expedited Grievances. Any grievance concerning the discharge of an employee or a policy matter of general concern to the entire bargaining unit may be filed by the Union by submitting the grievance within five (5) days of the incident which gave rise to the grievance at Step 2 of the Grievance Procedure.

Section 7. Grievance Settlements. The satisfactory settlement of all grievance shall be reduced to writing, written on or attached to each copy of the written grievance, and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent to any other grievance.

ARTICLE VII

ARBITRATION

Section 1. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice, including telegraphic, to the Employer of

its intent to arbitrate within ten (10) working days following receipt of the Employer's disposition in Step 4 of the Grievance Procedure or upon the Employer's failure to schedule a Step 4 meeting within a reasonable period of time. The time limits for a request for arbitration may be extended by mutual agreement so long as said extension is reduced to writing and signed by representatives of both the Employer and the Union. If written notice of intent to arbitrate is not given timely to the Employer, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 2. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator the arbitrator shall be selected by each party alternately striking a name from a panel of at least five (5) arbitrators submitted by the Michigan Employment Relations Commission. The remaining name shall serve as the arbitrator, whose fees and expenses shall be fully paid by the losing party. Each party shall pay the expenses, wages, and any other compensation of its witnesses and representatives.

Section 3. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement or to pass upon the propriety of any discipline or discharge administered to employees covered by this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than ten (10) working days prior to the time the grievance was first submitted in writing.

ARTICLE VIII

STRIKES AND ILLEGAL ACTIVITIES

Section 1. No Strike Pledge. Provided this contract is still in effect, the Union agrees neither it, nor its officer, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly call, sanction, counsel, encourage, or engage in any strike, walk-out, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by

this Agreement take part in any picketing of the Employer's buildings, offices or premises.

Section 2. Penalty. Any employee who violates the provisions of Section 1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration procedure regarding discipline imposed for a violation of Section 1 shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 1.

Section 3. Affirmative Action. Provided this contract is still in effect, the Union agrees that it, and its officers and representatives, will take prompt affirmative action to prevent or stop any activity prohibited by Section 1 by notifying the employees it represents in writing, that it disavows such action.

ARTICLE IX

SENIORITY

Section 1. Definition of Seniority. Except as otherwise provided, seniority shall be defined as the length of continuous service with the Employer since the Employee's last date of hire. An Employee's "last date of hire" shall be the most recent date upon which he/she first commenced work for the Employer. Seniority shall commence only after the Employee completes the probationary period hereinafter provided, but upon completion of the probationary period, seniority shall revert back to "last date of hire." All Employees employed as of the Employer's change from County agency to County Community Mental Health Authority on October 1, 2001 shall continue to have their seniority defined by their respective "last date of hire" as existed on September 30, 2001. Employees who commence work on the same date shall be placed on a seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

For purposes of Article IX seniority, an employee will continue to accrue seniority for the first six (6) months of any leave of absence. For the purpose of layoff and recall only, seniority will be defined as in Article X of this Agreement.

Section 2. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority for the first six (6) months of employment following their first day of work for the Employer after which time the employee's seniority shall be retroactive to his last date of hire. Until an employee has completed his probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures.

Section 3. Loss of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- (a). If he quits or retires;
- (b). If he is terminated or discharged for just cause;
- (c). If he is absent from work for three (3) consecutive working days, unless a satisfactory reason for such absence is given;
- (d). If he fails to return on the required date following an approved leave of absence, vacation, or disciplinary layoff, unless a satisfactory reason is given;
- (e). If he has been on layoff status for a period of one (1) year;
- (f). If he fails to report for work within two (2) weeks following notification of recall from layoff by certified mail, return receipt requested, sent to his last known address;
- (g). If he fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he intends to return to work for the Employer;
- (h). If the Employer's operations are permanently discontinued.

Section 4. Promotion. Employees who, in the judgment of the employer, who have the required training, ability, aptitude, seniority, and knowledge for positions of increased responsibility shall be considered for promotion when vacancies occur. Seniority shall be used as the basis for promotion when the qualifications of any two or more employees are considered to be equal.

(a). Upon approval to fill an existing vacancy, such job opening shall be posted for a period of five (5) working days.

(b). There shall be a two (2) month probationary period for all persons commencing with the effective date of his/her promotion. If the employee is unable to perform the job, in the opinion of the Chief Executive Officer, within the probationary period, said employee may return to his/her old position.

Section 5. Seniority List. An up-to-date seniority list for the bargaining unit shall be furnished to the Union by the Employer every six (6) months.

Section 6. Benefit Accumulation. Benefits, such as insurance, vacation, and sick leave, shall not accrue, continue, or be paid during any unpaid leave of absence unless otherwise specifically provided in one of the Leave of Absence Sections of this Agreement. There shall be no duplication or pyramiding of leave benefits or types of leaves of absence.

ARTICLE X

LAYOFF AND RECALL

Section 1. Layoff and Recall Procedure. In the event that a reduction in personnel occurs, the Employer agrees to lay off the employee with the least seniority in the Mental Health classification affected, provided, however, that the remaining senior employees have the experience, the then present ability and training to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, the then present ability and training to perform the required work. Laid off employees shall not bump into alternate classifications. Recall to work shall be in reverse order of layoff. Upon recall, an employee must return to his former classification.

Section 2. Notification of Layoff. Employees who are to be laid off shall receive ten (10) working days advance notice, unless such layoff is necessitated by an unusual circumstance where such advance notice is not possible.

Section 3. Notification of Recall. Notification of recall from layoff shall be sent by certified mail to the employee's last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) working days following receipt of notification shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

ARTICLE XI

WAGES AND HOURS

Section 1. Wages. See Exhibit 3 (1.5% increase) for salary schedule effective January 01, 2014.

Section 2. Overtime. Overtime pay shall be calculated on hours actually worked over forty (40) hours in a Monday through Sunday calendar week and paid only when prior or concurrent approval has been obtained from the Chief Executive Officer. For purposes of calculating overtime pay for a professional employee, hours worked shall not include hours of on call duty, which are compensated in accordance with Section 4.

Section 3. Overtime Pay. Time and one-half payment for overtime shall be paid to employees in the clerical classification and to employees in the professional or managerial job families. Overtime pay shall be calculated at one and one-half times an employee's hourly rate derived by dividing the employee's annual salary by 2,080 hours.

Section 4. On Call. Professional employees who perform on call duty shall be compensated at the rate of one (1) hour pay at their regular hourly rate for each five (5) hours of on call duty. The on call employee must respond to a face-to-face client on site

service within forty (40) minutes of the initial call. The employee shall be compensated for any face-to-face meeting with clients while on call at his or her regular pay plus one-half hour of compensation for each hour worked. In addition, the employee will receive one-half (1/2) hour of regular pay as travel compensation for a face-to-face client service call responded to. A minimum payment of two (2) hours pay at the employee's regular hourly rate will be made for each face-to-face meeting with a client, except that client meetings which commence during the employee's scheduled work day shall be paid only for actual hours worked with no minimum guarantee. In the event multiple client meetings are required during any given on-call assignment of twenty-four (24) hours or less, a maximum of two face-to-face meetings will be compensated at the minimum pay guarantee; any additional meetings during the twenty-four (24) hour on-call assignment period will be compensated at the regular pay plus one-half (1/2) time rate. Consecutive on-call assignments which exceed twenty-four (24) hours of on-call duty will be treated as separate assignments for purposes of this section only. Travel time to and from the site of service is included in the 5 to 1 ratio compensation. Any time paid for a face-to-face client meeting, including any minimum two-hour payments, shall be deducted from the time spent on call for compensation purposes.

When engaged in on-call duty, the on-call employee is prohibited from traveling beyond the distance of thirty (30) miles from the Branch County Community Mental Health Authority facility. Employees who violate this travel prohibition will be subject to discipline.

Section 5. Temporary Transfer. Any employee required to perform in a higher classification for a period in excess of ten (10) consecutive working days shall receive the next higher rate of pay in the new classification above the rate of pay received in his/her present classification from the first day worked in said higher classification.

Section 6. Work Day. The normal workday for employees shall consist of eight (8) duty hours, which may be interrupted by a lunch period. The lunch period shall be unpaid and in addition to the eight (8) duty hours. In addition, each employee may take a fifteen (15) minute rest period during each half of the workday, provided that the rest period shall not interfere with the normal operations of the Employer. However, nothing herein shall be construed as a guarantee that employees shall work an eight (8) hour day or a forty (40) hour week.

Section 7. Evaluation Schedule.

(a). An employee will be evaluated on his/her job performance on an annual basis upon or prior to his/her anniversary date of hire. The evaluation will be performed by the immediate supervisor. Interim progress reports may be scheduled at the discretion of the employer.

(b). An employee's evaluation should assess the degree to which the employee is performing the tasks described in his/her job description and the degree to which he/she possesses the skills, knowledge and attitude defined by the specific qualifications for the

position. To the extent that an employee is absent pursuant to an approved, contracted leave, said absence will not be used as part of the evaluation procedure. This is not intended to prevent the Employer from counseling or disciplining employee's who abuse sick leave or are excessively absent.

(c). The employee will be provided with a written copy of his/her evaluation. An employee may write a response to his/her evaluation after receipt of said evaluation. Both the evaluation and the response shall become a permanent part of the employee's personnel file.

Section 8. Employment Related Experience. Applicants being considered for positions in the bargaining unit will be granted credit for related/applicable employment experience at the discretion of the Chief Executive Officer. This section will not be used in a discriminatory manner.

Section 9. Attainment of Permanent Professional License. In the event that an employee who was a temporary license holder attains a permanent license which is directly related to his or her position with the Employer, the employee will be automatically advanced one step on the wage scale. The advancement will occur within two pay periods of the time that proof of permanent licensure is presented by the employee to the CEO. The employee will remain at the new step until such time as he/she would have otherwise moved to the next step. To the extent that the employee is already at the top step, no wage increase will occur.

ARTICLE XII

LEAVE OF ABSENCE

Section 1. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leaves of absence shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 2. Procedure for Requesting Leaves. Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished in writing to the employee by the Employer within five (5) days following the request. Any request of an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration

date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

Section 3. Active Military Leave. Any full-time and non-temporary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay for the period of his initial enlistment or induction but not to exceed more than four (4) years, plus one (1) additional year for voluntary extension if this service is at the request and the convenience of the government, plus any involuntary service. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and, in any event, not less than two (2) weeks prior to the employee's separation of employment with the Employer. All benefits, such as insurance or vacation, shall cease immediately upon the employee's separation from employment.

Section 4. Military Leave for Reserve Duty. An employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon proper documentation by the commanding officer. The employee shall be paid the difference between the amount received for the training and the regular full salary.

An employee who is called for emergency duty by any of the established Armed Forces Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States, shall be paid full salary for a period not to exceed five (5) working days.

Section 5. Education Leave. An unpaid education leave may be granted to employees for the purpose of taking accredited courses directly related to the knowledge and skills required in the performance of their duties to the Employer. Requests for Education Leave shall be in writing, signed by the Employee and given to the Employer. Such request shall state the courses to be taken and their application to the Employee's job and classification. The length of such educational leave shall be at the discretion of the Employer.

Section 6. Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a). Upon completion of his/her first three (3) months of employment with the Employer, each full-time employee shall be credited with twenty four (24) hours of sick leave and shall subsequently accumulate sick leave on a pro-rata basis each pay period at the rate of eight (8) hours of sick leave earned each month of employment, exclusive of leaves of absence, unless otherwise specifically provided to the contrary. Regular part-time employees who work between 29 and 34 hours per week shall be credited with 19.5 hours of sick leave after three months and shall subsequently accumulate 6.5 hours of sick leave each month of

employment. Regular part-time employees who work between 24 and 28 hours per week shall be credited with 16.5 hours after three months and shall subsequently accumulate 5.5 hours of sick leave each month of employment.

(b). Unused paid sick-leave credits may accumulate up to a maximum of four hundred eighty (480) hours.

(c). Sick leave allowances are provided to allow an employee: 1) to recuperate from an illness; 2) to attend to an illness of a member of the immediate family; or 3) to attend a medical, dental, or optical appointment for the employee or a member of the employee's immediate family, without loss of compensation. For the purpose of this Section, immediate family shall be spouse, child or stepchild, brother or sister, stepbrother or stepsister, or parent or stepparent of the employee. Employees must notify their respective supervisor or designee of use of sick leave related to illness or emergency medical, dental, or optical appointment no later than one (1) hour prior to the beginning of the scheduled work period. Employees using sick leave for non-emergency medical, dental, or optical appointments must notify their respective supervisor or designee no later than two (2) days prior to the day sick leave is to be used. Employees using sick leave for emergency situations arising during the workday must provide reasonable notice to their respective supervisor or designee.

(d). All sick leave used shall be supported by a written verification signed by the employee and the Employer and submitted to the payroll office with the current time sheets. The Employer may request as a condition of any sick leave a medical certification setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

(e). Upon separation from service other than discharge for cause, the employee shall be paid for one-half (1/2) of all sick time accumulated up to a maximum of one-half (1/2) of the hours provided in (b) above, at the then prevailing hourly rate based upon regular time, provided that the employee has completed three (3) years of service and has completed all job duties assigned by the Employer. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to complete the job duties, the Employer may require a medical examination, at its expense, and if cause is found, the employee will be exempted from the completion of said job duties. Employer shall make reasonable accommodation as needed to assist the employee in completion of said duties, consistent with HIPAA regulations.

(f). In case of work-incapacitating injury or illness for which an employee is or may be eligible for a work disability benefit under the Michigan Worker's Compensation Law, such employee, upon notification to the Employer's Chief Executive Officer, will be allowed to use his or her accumulated sick leave to pay the difference between the employee's normal net pay and payments under workers' compensation.

(g). An employee who uses twenty four (24) hours or more consecutive sick leave may be required to submit a return-to-work certificate from a physician which satisfies the Employer that he/she is fit again to perform his/her duties.

Section 7. Maternity Leave. Leaves of absence for pregnancy shall be treated in the same manner as any other sick leave of absence under this Agreement.

Section 8. Extended Sick Leave. Extended sick leave without pay shall be granted upon application by an employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on sick leave for a period of not more than twelve (12) months; thereafter, his employment relationship shall be automatically terminated at that time. An employee on sick leave due to an injury compensable under the Michigan Worker's Compensation Statutes shall not lose his seniority until he has been on such sick leave for a period of twenty-four (24) months. The Employer may request as a condition of continuance of any extended sick leave, proof of continuing disability. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capacity to perform his job, the Employer may require an examination, and, if cause is found, require the employee to take an extended sick leave of absence.

Section 9. Emergency (Bereavement) Leave. When death occurs in an employee's immediate family, the employee, upon request, shall be granted up to three days leave within the first ten calendar days after the death. An employee excused from work under this Section shall receive the amount of wages he would have earned by working during his straight time hours on such scheduled days of work for which he is excused. "Immediate family" shall mean the employee's spouse, child, stepchild, grandchildren, mother, father, stepparents, sister, brother, stepbrother, stepsister, mother-in-law, father-in-law, sister-in-law, brother-in-law, and grandparents. An additional two (2) days leave shall be granted if the member of the immediate family involved lived more than three hundred (300) miles from the employee's residence. Such additional leave shall be without pay, unless the employee elects to deduct such time from his accumulated sick leave.

Upon approval by the Chief Executive Officer, an Employee may be granted one (1) day to attend the funeral of an Aunt, Uncle, Niece, or Nephew by blood of the Employee or spouse, or spouses grandparents, with said time to be charged to the Employee's accumulated sick leave balance.

Section 10. Personal Leave Without Pay. Employees with at least one (1) year seniority may be granted up to six (6) months leave of absence without pay. Requests for a personal leave shall be in writing signed by the employee and given to the Employer. Such request shall state the reason for the leave. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary resignation unless such other employment is agreed to by the Employer. All such leave shall be approved prior to said effective date by the Chief Executive Officer.

Section 11. Witness and Jury Duty. An employee who is subpoenaed as a witness or called to serve on a jury shall be granted a leave of absence to serve as required. The employee shall be expected to be at work at all hours when not serving.

Leaves of absence for witness or jury duty shall be with full pay, less the amount received by the Employee for such duty.

Section 12. Sabbatical Days. On the first day of January, one (1) sabbatical leave day will be credited to the employee to be used within the ensuing twelve (12) month period.

Sabbatical days shall not accumulate from one credit period to the next credit period. All Sabbatical Days hereunder shall be pre-approved by the Chief Executive Officer. Employees hired by Pines (including those transferring to Pines) on or after January 01, 1999 shall not be eligible to receive sabbatical days.

Section 13. Paid Personal Leave. Upon completion of the first ninety (90) days of six (6) month probationary period, all bargaining unit employees shall be credited with personal leave time as follows:

Upon Completion of 90 days	Full-Time	Part-Time (29-34 hrs/week)	Part-Time (24-28 hrs/week)
During first 6 months of Calendar year	16 hours	13 hours	11 hours
During last 6 months of Calendar year	8 hours	6.5 hours	5.5 hours

At the beginning of each calendar year thereafter, all bargaining unit employees shall be credited with the following personal leave:

- Full Time--16 hours
- Part-Time (29-34 hours per week)--13 hours
- Part-Time (24-28 hours per week)--11 hours

Personal leave time shall not accumulate from year to year. Use of personal leave is to be cleared with the Chief Executive Officer.

Section 14. Family Medical Leave Act. To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects.

Section 15. Central Sick Leave Bank.

A. Central Sick Leave Bank

1. The purpose of the Central Sick Leave Bank (CSLB) is to provide employees with access to a supplemental allotment of paid sick leave in order to enable an employee who is absent due to serious injury or prolonged illness of himself/herself or his/her spouse or child to continue to receive pay during an approved leave.
2. Employees may donate hours of sick leave to the CSLB. Such donations are voluntary and will be deducted from the employee's total accumulation of sick leave.

B. Donations to CSLB

1. No employee may donate more than a total of 40 hours annually to the CSLB. All employee donations to the CSLB are irrevocable.
2. Donations must be made in whole hour increments. Hours donated by an employee will be converted to their monetary equivalent based on the donating employee's hourly rate. Such monetary amount will be recorded in the CSLB.

C. Eligibility for Use of CSLB

In order to qualify to utilize paid sick leave from the CSLB, an employee must meet all the following requirements:

1. The employee must be off work and satisfy the Employer that he/she is facing financial hardship due to serious injury or the prolonged illness of the employee or the employee's spouse or child; and
2. The employee must have exhausted all sources of his/her leave credits; and
3. The employee must make written application to the Employer which shall include the following information:
 - a. A doctor's statement detailing the extent of the illness/injury of the employee or his/her spouse or child and indicating the diagnosis, prognosis, approximate length of time needed off from work, and the approximate amount needed from the CSLB; and
 - b. The date employee would begin drawing time from the CSLB; and

- c. the nature of the employee's or his/her spouse or child's illness or injury and expected length of absence for purposes of soliciting donations from other employees.
4. The employee must be on approved leave and the Employer must authorize use of the CSLB in accordance with the requirements of this section.

C. Employee's Use of CSLB

1. Once an employee's application to use leave from the CSLB is approved, the Chief Executive Officer or his designee shall distribute a memo requesting that employees voluntarily donate sick leave time to the CSLB on behalf of a specific employee. Until such specific employee has no further need to use the CSLB in connection with the illness or injury described in the application, leave time donated to the CSLB on behalf of the specific employee shall be used only by such specific employee. After the specific employee has no further need to use the CSLB in connection with the illness or injury described in the application, any balance of leave time which was donated on behalf of the specific employee but remains in the CSLB may be used, at the Employer's discretion, on behalf of other authorized CSLB applicants.

2. Provided there is donated leave time in the CSLB available or his/her use and he/she has no other non-CSLB leave credits available to use, an authorized employee shall draw from the CSLB for each regularly scheduled work day after authorization is granted on which he/she is absent from work due to the illness or injury described in the application.

3. The daily amount drawn from the CSLB shall be equal to the number of hours the employee would have worked in a regularly scheduled day for which the employee has no other non-CSLB leave credits available to use, multiplied by the employee's current hourly rate.

4. Where circumstances warrant in the discretion of the Employer, and provided there is donated leave time in the CSLB available for use, amounts from the CSLB may also be applied retroactively to compensate for regularly scheduled work days before authorization was granted on which the employee was absent due to the illness or injury described in the application and was unable to receive full pay.

D. Status of CSLB

At the request of the Union, the Employer shall provide the Union with a status report on the CSLB, including prior usage and the current balance.”

ARTICLE XIII

HOLIDAYS

Section 1. Recognized Holidays. Time off with pay shall be allowed for those holidays recognized under this Agreement. All Employees shall be paid at their straight time regular rate of pay, exclusive of all premiums, for each of the recognized holidays, based on their regularly scheduled day up to eight (8) hours. Should a holiday fall on Sunday, then Monday or the first (1st) day of the workweek shall be celebrated in lieu of such holiday. Should a holiday fall on Saturday, then the preceding Friday or the last day of the workweek shall be observed as a holiday.

The following holidays shall be recognized as holidays pursuant to this Agreement:

New Year's Day
One-half day Good Friday (commencing at 12:00 noon)
Memorial Day
Independence Day (July 04th)
Labor Day (first Monday in September)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

In addition to the recognized holidays, each eligible employee is entitled to four (4) non-accumulative "floating" holidays subject to the following:

(a). Use of floating holiday shall be scheduled to meet the requirements of the department and a request to use floating holidays must be approved by the Chief Executive Officer.

(b). An employee shall be credited with one (1) floating holiday for each calendar quarter worked (January 01 through March 31; April 01 through June 30; July 01 through September 30; October 01 through December 31.) Floating holidays cannot be accumulated from one six (6) month period to another, and must be taken within six (6) months of the date first eligible. A floating holiday will not be paid if not taken within six (6) months of the date first eligible, except as set forth below in Paragraph (c). An employee may not use more than two (2) floating holidays at one time.

(c). When an employee's timely request for a floating holiday is denied, the employee should request to reschedule the floating holiday as provided above. If the employee does not request to reschedule the holiday requested, or an alternative date is not approved, the Employer may then either schedule the holiday for a date at its discretion or pay the employee for the holiday in accordance with Section 1 above.

(d). Each floating holiday is valued as follows:

Full-time employees - 8 hours

Part-time employees working 29-34 hours per week - 6.5 hours

Part-time employees working 24-28 hours per week - 5.5 hours.

Section 2. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

(a). The employee must work the employee's last regularly scheduled day before and after the holiday observance unless excused in writing by the department head. Should an employee fail to work the day before or the day after the holiday observance and not be excused, no compensation will be given for the holiday. The employee will be compensated for the day before and the day after if other conditions of leave are met.

(b). The employee must not be on layoff or unpaid leave of absence.

(c). The employee must not be suspended for disciplinary reasons.

(d). An employee who is scheduled to work on a holiday, but fails to report for work unless otherwise excused, shall not be entitled to holiday pay.

(e). Holidays falling within an employee's vacation period shall be paid, provided the employee is otherwise eligible, but no additional time off shall be allowed.

Section 3. Working Holidays. Employees may, at the Employer's discretion, be required to work on any of the recognized holidays. Employees who are required to work on holidays shall be paid their straight time regular rate of pay for all hours actually worked on the holiday in addition to holiday pay. The provisions of this Section shall not apply to on-call time which is scheduled on a holiday.

ARTICLE XIV

VACATIONS

Section 1. Vacation Eligibility. Employees shall accumulate annual vacation leave from anniversary date of hire on a pro-rata basis each pay period according to the following schedule:

Full-time employees:

Years 1 through 5	Ten (10) days or 3.08 hrs/pay period
Years 6 through 10	Fifteen (15) days or 4.62 hrs/pay period
Year 11	Sixteen (16) days or 4.92 hrs/pay period
Year 12	Seventeen (17) days or 5.23 hrs/pay period

Year 13	Eighteen (18) days or 5.54 hrs/pay period
Year 14	Nineteen (19) days or 5.85 hrs/pay period
Year 15+	Twenty (20) days or 6.15 hrs/pay period

Part-time employees working 29-34 hours per week:

Years 1 through 5	2.50 hrs/pay period
Years 6 through 10	3.75 hrs/pay period
Year 11	4 hrs/pay period
Year 12	4.25 hrs/pay period
Year 13	4.50 hrs/pay period
Year 14	4.75 hrs/pay period
Year 15+	5 hrs/pay period

Part-time employees working 24-28 hours per week:

Years 1 through 5	2.12 hrs/pay period
Years 6 through 10	3.18 hrs/pay period
Year 11	3.38 hrs/pay period
Year 12	3.60 hrs/pay period
Year 13	3.81 hrs/pay period
Year 14	4.02 hrs/pay period
Year 15+	4.23 hrs/pay period

Earned vacation leave is available for use after completion of one year of employment. Employees may not carry vacation leave from one vacation year to the next year and vacation leave must be taken within twelve (12) months of the date first eligible. Vacation leave shall not accumulate during unpaid leaves of absence.

Section 2. Payout of Unused Vacation. Full time employees shall be entitled to receive a maximum of 5 days of unused vacation time at the end of each fiscal year in pay. Part time employees shall be entitled to receive a maximum of 3 days of unused vacation time at the end of each fiscal year in pay. Unused vacation will be paid at the requesting employees' rate of pay which is in effect on September 30 of the year in which the request was made.

The employee wishing to take unused vacation in pay must notify the Chief Executive Officer in writing no earlier than September 1 and no later than September 15. Unused vacation in pay will be paid to the employee in the first pay period following request.

Section 3. Vacation Scheduling. Use of annual vacation credits shall be scheduled to meet the requirements of the department and a request to use annual vacation credits must be approved by the Chief Executive Officer.

Section 4. Vacation Pay. Employees on vacation leave shall be paid their straight time rate of pay for their normal scheduled hours of work.

Section 5. Benefit on Separation. On separation from employment other than discharge for cause, an employee shall be paid for his earned but unused vacation provided he/she has completed all job duties assigned by the Employer. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to complete the job duties, the Employer may require a medical examination, at its expense, and if cause is found, the employee will be exempted from the completion of said job duties. Employer shall make reasonable accommodation as needed to assist the employee in completion of said duties, consistent with ADA regulations.

ARTICLE XV

INSURANCE

Section 1. Medical and Prescription Drug Insurance.

- A. Eligible members of this bargaining unit shall be provided with Blue Cross/Blue Shield, Community Blue PPO 4A medical coverage. Eligibility for health care coverage will continue to be based on an employee's status as a regular full-time employee, as defined in Article II, Section 2, above, except that the Employer reserves the right to make an offer of health care coverage to employees who do not meet the definition of regular full-time employees under this Agreement for the purpose of avoidance of penalties under federal health care legislation.

Effective January 1, 2012, the Employer shall replace all current prescription drug plans for members of this bargaining unit with a plan administered by a pharmacy benefit manager with Five Dollar (\$5.00) generic/Twenty Five Dollar (\$25.00) formulary brand name/Fifty Dollar (\$50.00 non-formulary brand name MAC prescription drug co-pay. There shall be no reimbursement by the Employer for these drug co-pays.

- B. Employees participating in the Employer's medical insurance plan shall be required to pay through a payroll deduction a portion of their health care cost.

Effective January 1, 2012, twenty two percent (22%) of the premium rate which is applicable to each employee for the medical plan coverage provided for that employee will be paid by employees via payroll deduction. Such payroll deduction will be spread evenly over each payroll period in a calendar year.

To determine the premium rates applicable for each employee, the following coverage categories exist:

- One person coverage
- Two person coverage
- Family coverage
- One person coverage with Medicare for Spouse
- Two person coverage with Medicare
- Family coverage with Medicare

- C. Employees who provide written verification to the Employer that they are insured through another source may opt out of Employer-sponsored medical and prescription drug insurance. The Employer agrees to pay each employee who has opted out of such insurance the amount of one hundred twenty five (\$125.00) dollars at the end of each month in which they have opted out, up to an amount not to exceed one thousand five hundred (\$1500.00) dollars on an annual basis. Re-entry or re-enrollment into the health insurance will be permitted on an annual basis only in January.

Section 2. Continuation of Benefits. There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee who is terminated, retired, or on a non-FMLA leave of absence beyond the effective date of such termination, retirement, or leave of absence. The Employer shall reimburse such employee on a pro-rata basis for the employee's contribution toward the health insurance premium in the month in which the termination, retirement or non-FMLA leave of absence takes place. In the event of a layoff, insurance coverage will be continued until the end of the month in which the layoff occurs.

Section 3. Selection of Insurance Carrier. The Employer reserves the right to select or change insurance carrier providing the benefits stated in Sections 1, 4, and 7, to be a self-insurer, either partially or wholly, with respect to any benefits and to select the administrator of such benefits, provided the level of such remains substantially the same.

Section 4. Dental Insurance. All employees participating in Employer-sponsored coverage pursuant to Section 1 of this Article shall be eligible, if insurable, for Blue Cross/ Blue Shield Traditional Plus Plan 2 dental program, to-wit, Class I (100% covered), Class II (75% covered) and Class III (50% covered) benefits, but excluding orthodontic benefits.

Section 5. Life Insurance. During the term of this Agreement, the Employer agrees to insure the life of each full-time employee who has been removed from probationary status with a group life insurance policy in the amount equal to the employees annual salary rounded to the next thousands, with a maximum of Twenty Thousand and 00/100 (\$20,000.00) dollars.

Section 6. Sickness and Accident Insurance. The Employer shall provide and pay the cost of a sickness and accident insurance program covering full-time employees who have been removed from probationary status and who occupy a classification covered in this Agreement. This insurance program shall provide only weekly indemnity payments.

Full-time employees who become totally disabled and are prevented from working for remuneration or profit, but are otherwise eligible, shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of seventy percent (70%) of the employee's gross regular weekly wage rate up to a maximum of Seven Hundred and Fifty and 00/100 (\$750.00) Dollars. This benefit shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization, or from the fifteenth (15th) day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one (1) period of disability. Employees are not eligible for this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Worker's Compensation Act. Furthermore, any salary payments made under a wage continuation plan, such as sick leave, provided for in this Agreement shall be reduced by the amount of benefits received pursuant to this Section.

An employee who is collecting payments from sickness and accident insurance may supplement these payments with sick leave and with time from the Central Sick Leave Bank (if otherwise eligible and approved), provided that the combination of payments does not exceed 90% of the amount the employee would receive from the Employer if he/she were working.

Section 7. Optical Insurance. All employees participating in employer-sponsored coverage pursuant to Section 1 of this Article shall be eligible, if insurable, for optical insurance, Blue Cross/Blue Shield VSP 24-24-24 or its substantial equivalent.

ARTICLE XVI

PENSION

Section 1. Retirement. The present retirement plan for full-time employees covered by this Agreement shall be the Employer's 401(k) plan.

ARTICLE XVII

LONGEVITY

Section 1. Benefit. All full time employees who are actively employed on their anniversary date of hire each year and who have completed a minimum of five (5) years full time employment with the employer shall receive longevity benefits in accordance with the following schedule:

Years of Full Time Services	Benefit amount
5	\$200
6	\$225
7	\$250
8	\$275
9	\$300
10	\$325
11	\$350
12	\$375
13	\$400
14	\$425
15	\$450
16	\$475
17	\$500
18	\$525
19	\$550
20 & up	\$575

Section 2. Payments. Longevity benefits shall be paid to eligible employees in a separate paycheck on the Employer's first (1st) payroll period following the employee's anniversary date of hire each year.

Section 3. Longevity Retention. Employees on leave of absence including disciplinary layoffs, shall retain all time earned toward the payment of longevity payments provided for by this Agreement, but shall not accrue any additional time or receive such longevity payments during such absences.

ARTICLE XVIII

GENERAL

Section 1. Mileage. Except for provisions of Article XI, Section 4, employees who use their personal cars for Employer business shall be reimbursed at the mileage rate as currently approved by the IRS.

Section 2. Employee Education. It shall be the policy of the Employer to encourage professional development and staff education. The Chief Executive Officer shall encourage staff members to attend professional meetings, workshops, and other recognized elements of professional education including but not limited to, staff meetings, evaluation and progress reports, in-service education sessions, and review of policies and procedures. Attendance at educational workshops, etc., will be at the discretion of the Chief Executive Officer and in accordance with the guidelines provided by the Department of Mental Health. Employees may engage in other pertinent continuing education activities, e.g., university coursework, upon approval of the Chief Executive Officer.

Section 3. Tuition Reimbursement. Provided the Employer has given prior approval, the Employer shall pay for tuition for employees who have at least one (1) year of continuous service for taking courses relating to their employment, provided such courses are not otherwise funded by a Federal or State grant or program. All courses must be approved in writing by the Employer as pertinent to the employee's work. Reimbursement will be made upon proof of expenditures and submission of certification that the course has been successfully completed with a minimum of a "B" grade. Reimbursement will be made within two (2) weeks of such submission. Approval of a particular course or the taking of a course by a particular employee shall not be automatic and is a matter reserved solely to the discretion of the Employer. Reimbursement shall be limited to three (3) credit hours each semester and nine (9) credit hours each school year. Reimbursement by the Employer shall be capped at five hundred dollars (\$500.00) per credit hour; any cost which exceeds \$500.00 per credit hour shall be borne exclusively by the employee. The employee may receive paid time off to attend classes in lieu of payment of tuition, at the discretion of the Chief Executive Officer.

If tuition or other course fees and costs are reimbursed to an employee by the Employer, seventy-five percent (75%) of such fees and costs shall be repaid by the employee if he leaves employment in less than twelve (12) months of the date of reimbursement, or fifty percent (50%) if more than twelve (12) months, but less than twenty-four (24) months of the date of reimbursement; provided, however, that tuition, registration or other course fees of one hundred dollars (\$100.00) or less shall be exempt from this requirement. Any amounts to be repaid under this section may be withheld by the Employer via payroll deduction from payments owed to the departing employee.

Employees who are laid off as a result of position eliminations and/or budgetary reductions and are not recalled, or employees discharged for cause, will not be required to meet this repayment provision.

Section 4. Emergency Conditions. When it is determined to be in the best interest of the employees of Mental Health to close the building, or curtail services as a result of snow storms, tornadoes or other such emergencies, no loss of pay or benefits will result from such closing or curtailment provided that such decision has been made by the Chief Executive Officer.

Section 5. Payment of Accrued Benefit Time Upon Death or Total and Permanent Disability. In the event that an employee dies or becomes totally and permanently disabled while employed by the Employer, all unused accrued vacation, personal time and sick time benefits will be distributed to the employee in the case of disability or his estate in the case of death.

ARTICLE XIX

MISCELLANEOUS

Section 1. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this agreement.

Section 2. Effective Date of Agreement. No provision of this Agreement shall go into effect earlier than the date upon which this Agreement is executed unless specifically provided to the contrary by one of the Sections of this Agreement or a letter of Understanding executed between the parties.

Section 3. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 4. Separability. Any part of this Agreement which shall be held invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. The parties shall, upon notice, meet at a mutually acceptable time and shall renegotiate the part or parts so affected.

ARTICLE XX

DURATION

Section 1. Termination. This Agreement shall remain in force through December 31, 2014 and thereafter for successive periods of one (1) year except as otherwise provided in this Article or unless either party shall, prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

Section 2. Reopener. The parties acknowledge that the environment surrounding the delivery of mental health services is subject to great change and uncertainty. In order to adequately address changing economic circumstances, upon mutual agreement of both parties, this Agreement may be reopened at any time during its life for the sole purpose of negotiating 1.) subcontracting arrangements and/or 2.) concessions in wages and/or fringe benefits. The inclusion of this provision does not in any way limit the Employer's exercise of management rights, including the Employer's

right to continue, discontinue, or reorganize certain operations or programming whether or not the Employer first seeks to reopen this Agreement.

BRANCH COUNTY COMMUNITY MENTAL
HEALTH AUTHORITY

LOCAL 517-M, PROFESSIONAL
AND CLERICAL DIVISION,
SERVICE EMPLOYEES INTER-
NATIONAL UNION

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Ratification Date: _____

Ratification Date: _____