

**AGREEMENT**

Between

WEST MICHIGAN COMMUNITY MENTAL HEALTH SYSTEM

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M

Effective January 1, 2018 through December 31, 2019

## Table of Contents

A. Contract Period	5
B. Purpose	5
C. Recognition	5
C-1 Collective Bargaining Unit	5
C-2 Definitions	5
(a) Full-Time Position	5
(b) Part-Time Position	5
(c) Contingent Position	5
(d) Open	5
(e) Substitute Employee	6
(f) Temporary Position	6
(g) Contract Position	6
D. Union Security and Dues Checkoff	7
D-1 Maintenance of Membership	7
D-2 Union Security and Dues Checkoff	7
E. Management Rights	7
E-1 Reserved Rights	7
F. Representation	8
F-1 Stewards & Committee Representatives	8
F-2 Union Representatives – Alternates	8
F-3 Notice of Union Representatives	8
F-4 Non-Employee Representatives	8
F-5 Union Activities During Working Hours	8
F-6 Attendance at Union Meetings	8
G. Grievance and Arbitration Procedure	8
G-1 Grievance Definition	8
(a) Informal Procedure	9
(b) Formal Procedure	9
G-2 Notice of Arbitration	9
G-3 Selection of Arbitrator	9
G-4 Arbitrator’s Jurisdiction	9
G-5 Time Period for Grievance	10
G-6 Expedited Grievances	10
G-7 Grievance Form	10
H. Prohibited Activity	10
H-1 No Strike	10
H-2 Penalty for Prohibited Activity	10
I. Hours of Work	10
I-1 Nature of Work	10
I-2 Work Period	10
I-3 Premium Pay and Compensatory Time	10
I-4 Emergency On-Call	12
I-5 Opportunity for Working Additional Hours	12
J. Seniority	13
J-1 Seniority Definition	13
J-2 Initial Period of Employment	13
J-3 Loss of Seniority	13
J-4 Seniority List	14
J-5 Layoff and Recall Procedure	14

K. Vacancies, Promotions, and Transfers	15
K-1 Vacancy Definition	15
(a) Transfers to Another Site	15
K-2 Posting Procedure	16
K-3 Trial Period of Employment	16
K-4 Move to New Position	16
K-5 Re-Posting of Opening	16
K-6 Full-Time Position Reduced to Less-Than-Full-Time	16
L. Leaves of Absence	17
L-1 Family and Medical Leave Act Leave	17
L-2 Personal Leaves of Absence	17
L-3 Educational Leaves of Absence	17
L-4 Military Leave	18
L-5 Benefits During Periods of Unpaid Leave	18
L-6 Reinstatement to Position After Unpaid Leave	18
M. Paid Leave	18
M-1 Bereavement Leave	18
M-2 Jury Duty	19
N. Holidays	19
N-1 Recognized Holidays	19
N-2 Holiday Eligibility	20
N-3 Holiday Observance	20
N-4 Working Holidays	20
O. Paid Time Off	20
O-1 Paid Time Off Benefits	20
P. Insurance	22
P-1 Maintenance of Current Benefits	22
P-2 Health / Dental / Optical Insurance Coverage	23
(a) Benefit Year Ending	23
(b) Effective Benefit Year	23
(c) Effective Benefit Year	23
(d) Task Force on Health Care	23
(e) Retiree Participation in Insurance	23
(f) Health Insurance Eligibility- Health Care Reform	24
P-3 Disability Insurance Plans	24
(a) Short Term Disability	24
(b) Long Term Disability	24
P-4 Life Insurance	24
(a) Term Life Insurance	24
Q. Other Employee Benefits	25
Q-1 Section 125 Flexible Spending Account	25
Q-2 Tuition Reimbursement	25
Q-3 Professional Liability Coverage	25
Q-4 Retirement Health Care Savings Plan	25
R. Pension	26
R-1 MERS Defined Benefit Plan	26
R-2 401(a) Defined Contribution Plan	26
R-3 Choice of Vendor	26

S. Wages	26
S-1 Compensation	26
S-2 Overtime Pay	26
S-3 Salary Schedule	27
S-4 Position Classification Groups for Salary Schedule	28
S-5 Rate of Pay for Promotion or Transfer	28
(a) Promotion	28
(b) Lateral Transfer Within Position Classification Group	28
(c) Transfer to Lower Paying Position Classification Group	28
S-6 Rate of Pay for Temporary Promotion or Transfer	28
T. Emergency On-Call	29
T-1 ACT	29
T-2 Primary On-Call	29
U. Drug and Alcohol Abuse and Testing	31
U-1 Purpose	31
U-2 Rules	31
U-3 Drug Testing	31
(a) New Employees	31
(b) Employee Testing	31
U-4 Test and Post-Test Procedures	32
(a) Collection and Testing Facilities	32
(b) Determination of Positive Tests	32
(c) Reporting and Review of Results	32
(d) Submission to Testing	32
(e) Searches	32
(f) Employee Privacy	32
(g) Disciplinary Action	32
(h) Costs	33
V. Miscellaneous	33
V-1 Bulletin Board	33
V-2 No Discrimination	33
V-3 Work Rules	33
V-4 Caseload Discussions	33
V-5 Captions	33
V-6 Gender	33
V-7 Validity	33
V-8 Health Considerations	34
V-9 Union Representation at Expanded Leadership Meetings	34
V-10 Waiver	34
V-11 Cell Phone Stipend	34
W. Duration	35
W-1 Term of Agreement	35
X. Maintenance of Conditions	35
Y. Signatures	35

AN AGREEMENT, made October 4, 2017 by and between the West Michigan Community Mental Health with its business office located at 920 Diana Street, Ludington, MI 49431, hereinafter referred to as the "Employer", and SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL #517M, hereinafter referred to as the "Union" is as follows:

A. CONTRACT PERIOD:

The contract is for the period January 1, 2018 through December 31, 2019.

B. PURPOSE:

It is understood by the parties to this Agreement, that quality programs and services that are accessible, affordable, and delivered efficiently and economically are the basis for the continued existence and growth of the West Michigan Community Mental Health System. It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure a spirit of confidence between the Employer and employees; set forth general policy on personnel and procedure; establish uniform and equitable rates of pay and hours of work; and provide a method of redress for grievances the employees within the bargaining unit have by virtue of this agreement and assure that the means and methods of service delivery are based on consumer need and designed to promote overall financial responsibility and efficiency of operations of the West Michigan Community Mental Health System.

C. RECOGNITION:

Section C-1 Collective Bargaining Unit: The Employer recognizes the Union as the exclusive bargaining representative and agent with respect to rates of pay, hours of employment and other conditions of employment covering the following classifications:

All regular full-time, part-time, and contingent positions that are listed in Section S-5, BUT EXCLUDING all positions of an administrative, supervisory and confidential nature as established under the Public Employment Relations Act (PERA), as well as substitute, temporary, contract and fee for service (SUD/Mild to Moderate Therapist) positions in any classification.

Section C-2 Definitions:

- (a) Full-Time Position: A full-time position is one in which an employee has completed his/her initial period of employment and is regularly scheduled to work at 40 hours per week on a continuous basis.
- (b) Part-Time Position: A part-time position is one in which an employee has successfully completed his/her initial period of employment and works at least 21 hours per week, but less than thirty-five (35) hours per week on a continuous basis.
- (c) Contingent Position: A contingent position is one in which an employee has successfully completed his/her initial period of employment and works no more than 20 hours per week on a continuous basis.
- (d) Open (30-39 hours): Currently no staff are hired to work 30-39 hours per week on a continuous basis. Should WMCMH hire an union employee if this division,

the union and WMCMH agreed to meet and determine the position classification and applicable benefits.

- (e) **Substitute Employee:** A substitute employee is a person hired only to be used in the absence of a regular employee (e.g., Leave of Absence, Sick Leave, Vacations, etc.) Such employee shall not be subject to any provisions of this Agreement. Such substitute employees, however, shall not be used to violate the specific provisions of this Agreement.
- (f) **Temporary Position:** A temporary position is one in which an employee is hired on a full-time or part-time basis to fill a position for a limited time period not to exceed nine (9) months and is not in the bargaining unit. Any temporary position extending beyond nine (9) months must be jointly agreed upon by the Union and Employer.
- (g) **Contract Position:** A contract position is one in which a person works in a recognized profession but is not an employee of the Employer and is not in the bargaining unit.
- (h) **Fee For Service Employee:** A Fee for Service employee is a person hired to work in the Substance Abuse Disorder or Mild to Moderate therapy role. Such employee shall not be subject to any provisions of this Agreement. Such employees, however, shall not be used to violate the specific provisions of this Agreement.
- (i) **On-Call Specialist:** The On-call Specialist will be exempt from the union contract. If the employer determines it's necessary to hire more than one (1) on-call specialist, such classification shall revert to a union position. At such time, the union and WMCMH agree to meet and determine the position classification and applicable benefits.

D. UNION SECURITY AND DUES CHECKOFF:

Section D-1 Union Checkoff:

- (a) Upon written authorization from an employee, the employer shall deduct wages an amount equal to the monthly dues which shall be deducted in a fixed amount monthly. The employer shall remit these collected dues to the Union.
- (b) Dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.
- (c) The Union shall notify the Employer, in writing, of the proper amounts of Union membership dues and any subsequent changes in such amounts.
- (d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

- (e) The Employer shall not be liable to the Union by reason of the requirement of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee's wages. The Union agrees to indemnify and hold the Employer harmless for all claims made against the Employer in connection with the checkoff provisions herein.

E. MANAGEMENT RIGHTS:

Section E-1 Reserved Rights:

- (a) The Employer retains and shall have the sole and exclusive right to manage and operate the West Michigan Community Mental Health System in all of its operations and activities. Among the rights of management, included by way of illustration and not by way of limitation, are the rights to determine all matters pertaining to the services to be furnished; the methods, procedures, means, equipment and machines required to provide such service; the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to establish and change work schedules including hours and shifts; to establish and change work assignments and determine workloads; to direct and control operations, to discontinue, combine or reorganize any part or all of its operations; to subcontract any part or all of its work, operations, programs or services provided however, the Employer will provide sixty (60) days advance written notice to the Union of its intent to subcontract any unit work and should subcontracting involve the layoff or reduction in hours of any unit employee, the parties will meet in an effort to negotiate within the sixty (60) days the impact on the affected bargaining unit employee; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance either in or out of the Employer's premises, 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 and arbitration procedures.
- (b) The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to determine and re-determine job content; quitting and starting time; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to provide and assign relief personnel, provided however, that these rights shall not be exercised in violation of any specific provision of the Agreement and as such they shall be subject to the grievance and arbitration procedures established herein.
- (c) The Employer shall make all financial decisions including, but not limited to, administration and control of capital, distribution of funds, sale of equipment, and the merger, consolidation, reorganization, or dissolution of the Employer, together with the right to maintain the Employer's financial books and records in confidence and to determine the general accounting procedures, and particularly the internal accounting necessary to make reports to the governmental bodies and to such administrative agencies requiring financial reports.

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

F. REPRESENTATION:

Section F-1 Stewards & Committee Representatives: The Employer agrees to recognize a committee composed of four (4) employees who have completed their initial period of employment, selected or elected by the Union, one of whom shall be the unit President. The function of the Committee shall be to meet with Employer representatives for purposes of collective bargaining or for administration of this Agreement in accordance with the grievance procedure. The Employer also agrees to recognize members of the Committee in their individual capacity that shall also serve as stewards. The function of stewards is to represent employees in a designated grouping or area for contract administration in accordance with the grievance procedure.

Section F-2 Union Representatives – Alternates: The Union shall have the right to select or elect alternate stewards/committee persons from employees within the bargaining unit and such alternates shall serve only in the absence of the officially recognized representative.

Section F-3 Notice of Union Representatives: The Union agrees to advise the Employer in writing as to its representatives and alternates before recognition of their respective capacity begins.

Section F- 4 Non-Employee Representatives: Duly authorized non-employee representatives of the Union shall be permitted to participate in any meeting between the Employer and the Union with respect to matters covered by this Agreement or for purposes of collective bargaining. The Union agrees that if its non-employee representative should visit work sites of the Employer, advance notice shall be given to the Executive Director, and such visit shall not interfere with the work of employees or care and treatment of the Employer's clients and patients.

Section F-5 Union Activities During Working Hours: The Employer agrees to pay for all reasonable time lost by an employee during regular scheduled hours while processing a grievance or in attendance at the arbitration and any negotiations meeting with management which is jointly scheduled during the work hours of the committee person.

Section F-6 Attendance at Union Meetings: The Employer agrees the Union may hold union meetings during work hours so long as attendance at such meetings does not interfere with the ability of the employee to meet the production and other expectations of his/her job.

G. GRIEVANCE AND ARBITRATION PROCEDURE:

Section G-1 Grievance Definition: A grievance shall be a written complaint by an employee or the Union concerning the application and interpretation of this Agreement as written. All grievances shall be processed in the following manner:



(a) Informal Procedure:

Step One: An employee with a complaint shall discuss the matter with his immediate supervisor (designated by the Employer) within five (5) business days of the occurrence (or knowledge of the occurrence or date the employee should have known) of the incident which gave rise to the complaint. If desired by the employee, his steward may be present at such discussion. If the complaint is not satisfactorily resolved, the employee may reduce his complaint to a written grievance and proceed in accordance with the following formal procedure. All grievances shall contain the following information: date filed, a brief statement of facts of the incident; the date it occurred; specific section or sections of the Agreement allegedly violated; relief requested; and signature of the grievant.

(b) Formal Procedure:

Step Two: Within ten (10) business days of the occurrence (or knowledge of occurrence or dates the employee should have known) of the incident which gave rise to the grievance, an employee shall submit his written grievance to his immediate supervisor. The supervisor (designated by the Employer) shall place his answer on the grievance form and return as a copy to the grievant within five (5) business days. If the answer is unsatisfactory, it may be appealed in accordance with Step Three.

Step Three: Within five (5) business days following receipt of the Employer's answer in Step Two, the grievance shall be submitted to the Executive Director (or his / her designee). A meeting shall be scheduled between the Executive Director (or his / her designee) and the Committee to discuss the grievance. Either party may have non-employee representatives in attendance. The Executive Director (or his / her designee) shall place his answer on the grievance form and return a copy to the grievant and unit President within five (5) business days following the meeting. Upon mutual agreement, a mediation session shall be scheduled following the receipt of the Executive Director's (or designee's) answer.

Section G-2 Notice of Arbitration: If the grievance is not satisfactorily resolved in Step Three and if the grievance is arbitrable, the Union may request arbitration by notifying the Executive Director in writing within ten (10) business days after receipt of the Employer's answer in Step Three or after the mediation session, if such is mutually agreed upon.

Section G-3 Selection of Arbitrator: Upon submitting a timely request for arbitration, the parties shall jointly request a panel of arbitrators from the Federal Mediation and Conciliation Services. An Arbitrator shall be selected by each party alternately striking a name. The remaining name shall serve as the arbitrator. Either party shall have the right to request one additional panel if the first panel is unsatisfactory.

Section G-4 Arbitrator's Jurisdiction: The arbitrator's power shall be limited to the application and interpretation of this Agreement as written. He shall have no authority to amend, alter, or modify this Agreement in any respect. He shall not have authority to rule on job classification, work standards, wage rates, or management functions not expressly abrogated under the express terms of this Agreement. The Union acknowledges that the Employer retains all rights as generalized in Section E-1, which

have not been otherwise abrogated by the express terms of 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 on the Union, Employer, and its employees, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his powers and jurisdiction. Any award of the arbitrator shall not be retroactive more than ten (10) days prior to the time that the grievance was first submitted in writing. The fees and expenses of the arbitrator and arbitration hearing shall be shared equally by the Union and the Employer.

Section G-5 Time Period for Grievance: The time limits established in the Grievance Procedure shall be followed by the parties unless otherwise established by mutual written agreement. In computing days, Saturday, Sunday and holidays shall be excluded. If the time procedures are not followed by the Union, the grievance shall be considered settled. If the Employer fails to follow the time procedures, the grievance shall automatically go to the next step, including arbitration upon a written demand by the Union.

Section G-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) business days of the incident which gave rise to the grievance at Step Three of the grievance procedure.

Section G-7 Grievance Form: The grievance form shall be mutually agreed upon.

H. PROHIBITED ACTIVITY:

Section H-1 No Strike: During the terms of this Agreement or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the Employer, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the Employer or in any conduct which causes or results in such interference. The Employer agrees that it will not lockout its employees during the terms of this Agreement.

Section H-2 Penalty for Prohibited Activity: Any employee who engages in any activity prohibited by Section H-1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the clear violation of Section H-1. If there is a question as to whether an employee did or did not violate the No Strike prohibition in Section H-1, such questions shall be subject to the Grievance Procedure

I. HOURS OF WORK:

Section I-1: The nature of the service, the variations in the frequency and location of the demand for such service and the need to ensure employees are available to work when customers are seeking service as well as to deliver services in the most efficient and compatible manner, require that the scheduling of work assignments by the Employer to be of top priority, carefully planned, and then observed by all. To do so, everyone's cooperation is needed and regular attendance and prompt appearances when needed

are required. Accordingly, the Employer reserves the right to make, alter, reduce and adjust the schedule of hours for regular full-time, part-time, and contingent employees in such a manner as it deems to be in the best interest of customer service and organizational need so long as this is not done in an arbitrary or capricious manner.

A committee consisting of representatives selected by the bargaining unit and representatives selected by the Employer will work cooperatively to develop procedures to be implemented should a temporary reduction in hours that does not result in layoff become necessary.

Section I-2 Work Period: Eighty (80) hours of work shall constitute the bi-weekly work period for full-time exempt employees. Forty (40) hours of work shall constitute the weekly work period for full-time non-exempt employees. Meal periods shall be counted as work hours when the employee is scheduled, by the Employer, to supervise clients or to remain on duty at the worksite during meal periods. This shall not constitute a guarantee of work. Schedules of work shall be determined by the Employer.

The pay period for all bargaining unit members is a two (2) week period beginning on 12:01 a.m. Saturday and ending fourteen (14) days later at 11:59 p.m. on Friday.

Section I-3 Premium Pay and Compensatory Time:

- (a) Overtime work shall be scheduled and approved by the Executive Director or his designee.
- (b) Exempt and non-exempt employees are identified in Section S-5 of this contract.
- (c) All non-exempt employees covered by this Agreement shall receive overtime premium pay in an equivalent amount to the actual hours worked in excess of forty (40) hours during the seven-day work week at a rate of one and one-half times the non-exempt employee's regular rate of pay.
- (d) All exempt employees covered by this Agreement shall receive compensatory time off (also known as Flex or flextime) in lieu of overtime premium pay in an equivalent amount to the hours worked in excess of forty (40) hours during the seven day work week at a ratio of one (1) hour off for every one (1) hour worked.
- (e) In order to provide more ease for employees to use Flex hours and to allow employees to use these hours within the same pay period if requested by the employees the following shall apply:

For exempt employees who earn flextime, when scheduling time off, the employee shall have the right to request the day of his choice and requests shall not be unnecessarily denied. Flextime is earned when consumer demand for service or organizational responsibilities are such that an employee needs to work additional hours to meet demand. Flextime off shall, whenever possible, be taken within the same pay period in which it was earned. An employee may, with supervisory approval and as long as the department is adequately staffed, use accrued flextime to take off from work up to the full number of hours he would normally be scheduled to work in a day. Flextime may not be taken if this would cause cancellation of a previously scheduled appointment, unless the employee can get another employee to fill in for him.

In cases where flextime has not been taken within a reasonable period of time, the Employer reserves the right to schedule the flextime off.

Accrued flextime shall be used prior to the use of PTO.

- (f) The accrual of flextime shall be subject to a limit of 80 hours per employee. In the event that an exempt employee reaches the 80-hour limit, he will be paid for any additional hours at his regular straight time rate of pay.
- (g) Provisions in this contract pertaining to premium pay and flextime will be subject to contract modification as Federal and State laws requiring same are enacted.

Section I-4 Emergency On-Call (EOC): Emergency on-call will reflect the practice agreed upon between clinical management and EOC staff. West Michigan Community Mental Health System agrees that if a secondary (back-up) on-call person has to provide services at the request of the primary on-call person, Protocol, or the EOC supervisor, the secondary (back-up) on-call person will be compensated at the same rate as the primary on-call person. Should changes in duties, hours of work, or compensation within the Emergency On-Call System be needed prior to the expiration of the term of this Agreement, the Employer agrees to notify the Union of these changes at least thirty (30) days prior to implementing the change in order to negotiate the impact of these changes on bargaining unit members. Responsibility for providing holiday coverage will be equally shared among all members of each on-call team.

Section I-5 Opportunity for Working Additional Hours:

- (a) Whenever possible, qualified regular part-time and contingent employees, in order of seniority, shall be given first opportunity to work if an employee calls in sick, is on PTO, or leave of absence, etc., so long as such hours do not constitute overtime and do not conflict with the regular part-time or contingent employee's normal work schedule in his position classification.
- (b) The judgment as to whether or not an employee is needed to fill in during the absence of another employee shall be made by the manager of the affected program or, in his absence, the next level of management.
- (c) Such work shall be offered in the affected classification and geographical area first to the qualified, regular part-time or contingent employee with the most seniority and then down the seniority list until a qualified employee accepts. If no one accepts, a substitute employee may be called to work. If a substitute does not accept the assignment, other part-time or contingent employees who have been determined to have the skills required and who work in other job classifications within the Agency may be given the opportunity to work the extra hours. In the event that no employee voluntarily accepts the extra work hours, the least senior qualified, regular part-time or contingent employee in the job classification and geographical area not already working on said day might be required to work.
- (d) In the situation where an employee is expected to be absent for five working days or less and it has been judged (per paragraph b above) that another employee is needed to fill in, qualified, regular part-time and contingent

employees shall be given first opportunity to work, subject to the provisions of paragraphs (a) and (c) above.

In cases where an employee is expected to be absent more than five working days, substitutes or temporaries may be given the opportunity to work in order to maintain consistency and client-centered programming.

- (e) Hours worked under the provisions of this section outlined in (a) and (c) above, shall not be counted toward determination of full-time employment status and/or benefits eligibility.

J. SENIORITY:

Section J-1 Seniority Definition: Bargaining unit seniority shall be defined as the length of continuous service within the bargaining unit as of the employee's last date of hire with the West Michigan Community Mental Health System. Employees hired on the same date shall be placed on the seniority list in alphabetical order of surname. The application of seniority shall be limited to the specific preferences recited in this agreement.

Section J-2 Initial Period of Employment: Employees will not be placed on the Seniority List until the completion of an initial period of employment. Exempt employees will have a twelve (12) month initial period of employment. Non-exempt employees will have a six (6) month initial period of employment, with the exception of Clinical Service Aides- Peer Certified, who shall have a twelve (12) month initial period of employment. This initial period of employment may be extended by the mutual agreement of the Employer and the Union. During this initial period of employment, the employee's performance and competency will be formally evaluated and a written report given to the employee. The Employer shall have no responsibility to re-employ or recall any employee who is discharged, laid off or otherwise terminated during his/her initial period of employment and such action shall not be subject to the grievance procedure. An employee in initial period of employment status may be terminated or discharged without regard to or without recourse to this Agreement. Upon successful completion of the initial period of employment, the employee's name shall be placed on the seniority list with seniority from the original hiring date.

Section J-3 Loss of Seniority: Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By voluntary resignation, quit, or retirement.
- (b) By discharge for just cause.
- (c) The employee is absent from work for a period of three (3) consecutive days without notifying the Employer. Notification shall not be construed as a waiver of the Employer's right to discipline if such is appropriate for such absence.
- (d) Failure to return to work at the expiration of a leave of absence, unless otherwise excused. An employee prevented from returning to work through no fault of his own shall be excused if notice is given to the Employer.

- (e) The employee is laid off from work for a consecutive period of eighteen (18) months.
- (f) Failure to return to work after being recalled from layoff within the time period allowed, unless otherwise excused. An employee prevented from returning to work through no fault of his own shall be excused if notice is given to the Employer.

Section J-4 Seniority List:

- (a) The Employer shall provide the Union with seniority lists, which shall list the names of employees and the date of their last hiring. The Employer agrees to update this list at least annually or with 14 days advance notice.
- (b) An employee promoted or transferred from a job classification in the bargaining unit to a position outside the bargaining unit shall retain the seniority such employee had for a period of ninety (90) calendar days but shall not accumulate seniority in the non-bargaining unit positions and the Employer reserves the right to determine terms and conditions of employment of non-bargaining unit employees, including, but not limited to, discharge, discipline, transfer, promotion or demotion, wages and hours, and whether the employee may be transferred back into the bargaining unit. Any employee transferred back into the unit shall be transferred in accordance with the terms of this Agreement.

Section J-5 Layoff and Recall Procedure: In the event the Employer determines that a layoff is necessary, such layoff will be from classifications selected by the Employer and in numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement:

- (a) In the event that a reduction in personnel is ordered, the Employer agrees to layoff substitute, temporary and probationary employees in the classification affected and then the least senior employee in the classification affected, provided the remaining employees in the classification have the same or better ability, experience, training and work record, and thereafter using the order of inverse seniority. Recall to work shall be made on the basis of the most senior employee first in the classification recalled and thereafter in the order of seniority. However, it is understood that if it is necessary for the efficient operation of the Employer's services, where a particular skill or experience is required, seniority need not be followed.
- (b) For the purposes of layoff and recall only, Union leaders shall head the seniority list of their respective job / position classifications during their term of office as follows:
  - ~ Bargaining Unit President shall have highest seniority.
  - ~ Bargaining Unit Vice President shall have second highest seniority.
  - ~ Bargaining Unit Secretary shall have third highest seniority.
  - ~ Bargaining Unit Chief Steward shall have fourth highest seniority.
  - ~ Bargaining Unit Stewards shall have the next highest seniority in order of the amount of time they have served in the steward role, with the steward having served the longest having fifth highest seniority, etc.
  - ~ Bargaining Unit represented staff members who do not hold a Union office and who serve on the bargaining committee for the Union do not have any additional

level of seniority. Their seniority status is based entirely on their most recent date of hire as defined in Section J-1 – Seniority Definition.

The Union acknowledges that the Employer is not obligated to “make work” for a Union leader and that such employee must have the necessary skill and experience to satisfactorily perform the required work.

(c) Should layoffs become necessary, the Employer will ask for voluntary layoffs within a job classification first, provided the Employer determines the remaining employees within the job classification have the qualifications and experience and can perform the work of the employee taking a voluntary layoff. In the event layoffs are not voluntary, an employee shall be laid off from his/her position within a job classification as outlined in paragraphs (a) and (b) of this section. If the Employer has given ten (10) days advance notice of layoff to an employee, said Employee shall be allowed no more than one (1) workday after receiving his/her layoff notice to exercise his/her seniority and replace a person with less seniority and the same employment status (full-time may only bump full-time, part-time may only bump part-time and contingent may only bump contingent status employee) in a lateral or lower job classification provided, however, the Employer agrees the person receiving the layoff notice has the same or better qualifications and expertise to perform the new job duties as the employee with lesser seniority. The Employer agrees that if it has not given the employee ten (10) work days advance notice of layoff, the employee shall have ten (10), rather than one (1) workdays to exercise his/her seniority rights as outlined above.

An employee who is bumped through this process shall have one (1) workday following notice of bumping to exercise his/her seniority rights as outlined above.

Employees who exercise their seniority under this section will be paid at the same rate in a lateral position or at the highest rate paid for a lower classified assignment, provided that the new rate is not higher than their old rate.

When a position opens in a classification in which there are laid-off eligible employees, such position shall not be subject to the job posting procedure until eligible laid-off employees have first been called back to work.

#### K. VACANCIES, PROMOTIONS AND TRANSFERS:

Section K-1 Vacancy Definition: A vacancy is defined as an assigned position, either full-time or part-time in the bargaining unit which the Employer intends to fill as a regularly scheduled assignment which is caused by the creation of a new position or one resulting from the quit, discharge, death, transfer out of the unit or loss of right to return to the position.

(a) Transfers to Another Site: In its sole discretion, the Employer may transfer an employee for up to sixty (60) calendar days from one location to another. If the transfer is intended to be indefinite or for a period of more than sixty (60) calendar days, the Employer will first offer the position to the most senior employee, taking into account skills, ability, knowledge, experience, and customer needs. If the most senior employee declines the position, the Employer will offer it to qualified employees in seniority order. If no employee accepts the position, the least senior qualified employee will be assigned to the position.

Section K-2 Posting Procedure: The Employer believes current employees should be given an opportunity to transfer within a job category as well as advance and try new career paths. Therefore, when bargaining unit position vacancies occur, the Employer will post these positions internally for a minimum of five (5) working days. Interested employees may make application for such vacancies by following the signing procedure specified in the posting.

The Employer shall consider the employee's experience, work history, qualifications, and seniority in filling these vacancies and shall exercise its judgments based on these verifiable factors. The Employer reserves the right to fill vacancies from outside sources when there are no qualified employees within the bargaining unit.

The Employer will notify employees of position openings via e-mail or similar means, and will maintain a list of open positions on the Employer's Intranet with a hard copy of open positions in the Human Resources office.

Section K-3 Trial Period of Employment: An employee who has completed his or her initial period of employment with the Employer and is then transferred, bumps into a new job classification following layoff, or is promoted to another bargaining unit position will be initially employed in the new position for a trial period. For professional employees, the trial period is six (6) months. For the paraprofessional employee the trial period is three (3) months. The trial period shall be used to determine if the employee can successfully perform the duties of the new position. If the employee was transferred or promoted into the job classification and is unable to satisfactorily discharge the responsibilities of the new position or if the employee wishes to return to his or her former position, such action must occur within the trial period. If the employee bumped into the new job classification as a result of layoff from his or her previous job classification, he or she may again choose to exercise seniority to bump into an alternate job classification if deemed qualified to do so by the Employer. In the event there are no other job classifications for which the employee qualifies, he or she will be laid off out of the bargaining unit. The trial period may be extended by mutual consent of the Employer and the employee.

Section K-4 Move to New Position: An employee awarded a new position must be moved to the new position within thirty (30) calendar days after being notified of selection. If this is not possible due to organizational priorities requiring the staff member to remain in their present position for a period of time, the employee will be paid the rate of pay for the new position after thirty (30) days from the date the staff member was notified for their selection for the new position.

Section K-5 Re-Posting of Openings: The union agrees that in order to avoid a "domino effect" with position transfers and promotions, the employer may hire externally without reposting a position vacancy created by the promotion so long as such vacancy occurs in a bargaining unit position classification posted within the last thirty (30) days and so long as no bargaining unit employee bid on the position. Any bargaining unit position posted more than thirty (30) days prior to a vacancy occurring will be reposted internally.

Section K-6 Full-Time Position Reduced to Less-Than-Full-Time: In the event a full-time position is made a part-time or contingent position, it will be considered a layoff and Section J-5 (Layoff and Recall Procedure) will be followed.



L. LEAVES OF ABSENCE:

Section L-1 Family and Medical Leave Act Leave: The Employer and eligible employees shall abide by the provisions of the Family and Medical Leave Act of 1993, as amended. Employees may request FMLA leave, or as outlined in the statute, the Employer may designate any FMLA qualifying event as FMLA leave regardless of whether the employee requests such designation. Information about the FMLA from the Department of Labor will be posted in all WMCMH facilities.

- (a) The rolling 12-month period measured backward is the method that is used to determine FMLA eligibility and will be administered per the Department of Labor regulations.
- (b) Employees will be required to use accrued flextime, if any, and then accrued PTO for FMLA qualifying absences prior to taking unpaid leave or during the elimination period before receiving short-term disability benefits, if applicable.
  - (1) Employees may request to bank up to one week of paid time off (PTO) while on FMLA leave. Employee's electing to bank one week of paid time off will be responsible for notifying human resources and payroll, in writing, of this election. Unless notified in writing by the employee, payroll will apply the balance of all paid time off (PTO) benefits in order to continue pay for an employee during the FMLA leave of absence.
  - (2) In the event of intermittent FMLA leave, all PTO must be exhausted before short-term disability benefits will provide benefit, if applicable.
  - (3) Any period of FMLA leave not covered by PTO or short-term disability benefits shall be available to the employee without pay.
- (c) The employee will not accrue PTO and will not be paid holiday pay during FMLA leave except during any period of time the employee is using PTO.
- (d) The employee will continue to accrue seniority during an FMLA leave.
- (e) To the extent any other leave provisions outlined in this Agreement provide for leave time for purposes also provided by the Family and Medical Leave Act, any such time taken under these provisions shall be applied toward the FMLA leave entitlement.
- (f) A calendar month shall be defined as any consecutive thirty (30) days.

Section L-2 Personal Leaves of Absence: Personal leaves of absence are at the discretion of the Employer and shall not exceed forty-five (45) calendar days in any calendar year. If an employee needs to request a personal leave of absence, he must do so in writing to his supervisor. This leave must be approved by both the supervisor and the Executive Director.

Section L-3 Educational Leaves of Absence: An educational leave of absence may be granted at the discretion of the Employer for a period not to exceed twelve (12) continuous calendar months. Requests for educational leave must be submitted, in writing, to the employee's supervisor and must be approved by both the supervisor and the Executive Director. The employee will be responsible for payment of health

insurance premiums for any full calendar month of leave. Additionally, if the leave extends beyond thirty (30) days, the employee will not be eligible for an employer contribution to the ICMA-RC retirement program and no other benefit will continue.

Section L-4 Military Leave: A military leave of absence in accordance with the Universal Military Training Act or other applicable Federal laws shall be granted. Employees who must serve Military Reserve or National Guard duty shall be reimbursed the difference from their regular pay and the compensation received from the Military or National Guard, if any, up to a maximum of two (2) weeks per calendar year. If the employee chooses, he may opt to use paid time off during this leave of absence in which case he would be entitled to both his full paid time off pay and the full compensation from the military or National Guard service.

Section L-5 Benefits During Periods of Unpaid Leave and/or NON-FMLA Leave: Any leave which extends beyond thirty (30) consecutive calendar days shall be without accumulation of seniority and the premium cost of any insurance benefit for any full calendar month of leave shall be paid for by the employee subject to the terms and conditions of the applicable policy. Pay increases shall be delayed by one month for each full calendar month the employee is on unpaid leave. Employees do not accrue paid time off, or not receive holiday pay nor be eligible for bereavement leave while on an unpaid leave.

Section L-6 Extended Medical Leave:

An employee who has been off of work on a medical leave for a period of no more than six (6) consecutive months shall be reinstated to his or her position. If the medical disability extends beyond the six (6) month period, the prior incumbent does not have the right to return to his/her position. If this occurs, the Agency shall have the right to post the position and staff it with a qualified candidate. If the medically disabled individual is given a full release that would allow for a return to work without any restrictions in the following six (6) month period, he or she must submit this medical release documentation to Human Resources as an indication of interest in returning to work at WMCMH. If Human Resources receives the medical release documentation during this additional six (6) month period, the individual will then be considered for any open positions for which the Employer deems he or she is qualified. If the Employer deems that the individual is qualified for an open position, the Employer is not required to post the position and may offer it directly to the individual. If this occurs, the employee will be reinstated at the same seniority level and wage scale placement. No additional seniority will be accrued during this leave except that what is accrued during the FMLA leave.

(a)- Any subsequent 6 month unpaid medical leave would restart 1 year from the first day the last medical leave was taken.

M. PAID LEAVE:

Section M-1 Bereavement Leave:

(a) Level A – (5 days): Employee’s spouse, children, parents, current step-children, current step-parents, grandchildren

Level B (3 days): Grandparents, parents-in-law, brother/sister, current step-siblings, daughter-in-law, son-in-law

Level C (1 day): Aunts, uncles, grandparents-in-law, brother-in-law, sister-in-law, niece, nephew

Stillborn Birth: 5 days for the mother and father. A stillborn birth would require documentation from a hospital or medical professional to qualify for leave.

- (b) Regular contingent and part-time employees shall be entitled to bereavement leave as specified in this section, but on a pro-rata basis. The average number of hours for which the employee received compensation during the immediately preceding four (4) full pay periods shall be used for determining the pro-rata bereavement leave benefit.

Upon supervisory approval, accrued paid time off may be used to extend bereavement leave time beyond the limits specified above. If the employee does not have paid time off available, the supervisor may approve additional time off without pay.

If Bereavement will be taken at the time of a death, it must be taken within 1 week of the death of the specified relation. Upon approval from human resources, one future request of bereavement may be granted only if there is a later specified bereavement event (ie- cremation service, celebration of life event). Future date(s) must be requested at time of death. If the exact dates are not known, an estimate of the dates will be accepted until further determined. All dates for a bereavement event must be on one leave form.

- (c) Relationship to Other Leaves: Employees receiving short-term disability, long term disability or worker's compensation paid leave will not be eligible for additional payment for bereavement leave.

Section M-2 Jury Duty: After completion of sixty (60) days of employment, all regular full-time, contingent, and part-time employees shall be compensated at their regular rate of pay for up to sixty (60) days per twelve (12) month period (less fees received for serving excluding mileage reimbursement received from the court) when they are summoned and serve jury duty. An employee summoned and excused from service must report to work if time permits.

N. HOLIDAYS:

Section N-1 Recognized Holidays:

- (a) All eligible full-time employees shall receive the following holidays with eight (8) hours' pay at the employee's regular hourly rate.

New Year's Day	Thanksgiving Day
Martin Luther King Day (3 <sup>rd</sup> Monday of January)	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day (Last Monday in May)	Christmas Day
July 4th	New Year's Eve
Labor Day (First Monday in September)	

- (b) Regular contingent and part-time employees shall earn holiday pay on a pro-rata basis. The average number of hours for which the employee received compensation during the immediately preceding four (4) full pay periods shall be used for determining pro-rata holiday benefits.

Section N-2 Holiday Eligibility: In order to be eligible for holiday pay, an employee must work the scheduled day immediately before and immediately after the holiday unless the employee receives an excused absence or is on a paid leave of absence. Employees on short or long term disability and/or worker's compensation leave are not eligible to receive holiday pay. The employee, under these circumstances, is unable to be engaged to work.

Section N-3 Holiday Observance: A recognized holiday that occurs on a Sunday shall be observed on the Monday immediately following. A recognized holiday that occurs on a Saturday shall be observed on the Friday immediately preceding. Employees may request supervisory approval to take off eligible weekend holidays on days other than those listed in the paragraph above.

Section N-4 Working Holidays:

- (a) Employees (with the exception of on-call workers who receive additional pay for on-call work), who are required to work a holiday as defined in Section N-1(a) and further clarified in Section N-3, shall be paid at a rate of one and one-half (1.5) their normal hourly rate of pay for any increment of 15 minutes or more actually worked on the day the holiday is observed by WMCMH. In addition, such employees will also receive a contribution of time to their PTO bank equal to the time they actually worked on the holiday as observed by WMCMH. In the event that the employee's PTO bank balance is at the limit of 480 hours, a separate accounting of the PTO hours earned by working a holiday will be kept by Payroll. These PTO hours would be the first PTO hours used by the employee in order to clear this separate accounting.
- (b) In assigning employees to work on a holiday, volunteers within the same classification shall be asked to work first. If there are no volunteers, such work will be offered first to the employee within the classification with the most seniority and down the seniority list until someone accepts. If no one accepts the holiday assignment, it shall be given to the least senior employee within the classification who has worked the fewest holidays during the calendar year.

O. PAID TIME OFF:

Section O-1 Paid Time Off Benefit: In order to create an environment in which the employee chooses how to use paid leave, the employer will provide a paid time off benefit (PTO). Regular full-time, part-time and contingent employees begin accruing paid time off hours on their first day of employment with Employer. Paid time off for regular full-time employees is as shown in the table below. Regular part-time and contingent employees earn paid time off on a pro-rata basis according to hours worked.

<b>LENGTH OF SERVICE</b>	<b>APPROXIMATE DAYS EARNED</b>	<b>RATE OF ACCRUAL OF PAID TIME OFF LEAVE</b>
Date of hire through completion of Year 5	26	8 hours per pay period
Five Years to Six Years	27	8.31 hours per pay period
Six Years to Seven Years	28	8.62 hours per pay period
Seven Years to Eight Years	29	8.92 hours per pay period
Eight Years to Nine Years	30	9.23 hours per pay period
Nine Years to Ten Years	31	9.54 hours per pay period
Ten Years to Fifteen Years	32	9.85 hours per pay period
Fifteen Years to Twenty Years	33	10.15 hours per pay period
Twenty or More Years	34	10.46 hours per pay period

The paid time off leave benefit is subject to the following:

- (a) Paid time off pay shall be at the employee's regular rate of pay at the time the paid time off is taken.

Paid time off leave must be used each time the employee requests time off for vacation, personal or sick leave. If the employee does not have paid time off hours available to use, he/she may, with the approval of his/her supervisor, take time off without pay.

- (c) Employees may not use accrued PTO upon hire for the first 45 days of employment.
- (c) Accrued paid time off leave may accrue to a maximum of 480 hours. In unusual circumstances, the Executive Director may authorize accrual of hours beyond 480. Any such request submitted to the Executive Director must specify a date by which the employee will decrease his/her hours below 480. Failure to decrease the hours by such date will result in a loss of these authorized hours.
- (d) Employees must submit requests for paid time off to their supervisor as much in advance as possible. Such requests generally will be granted in the order received. Supervisors retain the right to not grant a vacation request if doing so would create a situation in which it would be difficult for the Employer to meet consumer needs and/or operational demands.
- (e) If an agency paid holiday falls during an employee's paid time off leave, the employee will be paid holiday pay in lieu of paid time off for this day.
- (f) If paid time off leave is taken for illness or unexpected personal reasons, it is expected the employee will notify his supervisor that he will not be at work and will submit a leave slip to the supervisor his first day back to work.

- (g) In the event the employee is off for five (5) or more continuous days due to illness, the Employer may require a doctor's written statement as to: the employee's fitness to return to his/her job responsibilities and/or limitations the employee may have in carrying out job responsibilities.
- (h) Any accrued, but unused, paid time off hours under this Agreement will be paid off at termination of employment. However, if the employee has worked less than ninety (90) consecutive calendar days, the paid time off leave accrued will be forfeited.
  - (1) Employees who are eligible for the payment of their accrued PTO balance at the time of separation from employment may elect to contribute all or a portion of the payment amount to their 457(b) Deferred Compensation Plan subject to the annual contribution limits of the Plan. Any remaining accrued PTO balance will be paid in a lump sum payment as soon as administratively possible following separation from employment.
  - (2) Employees who do not already have a 457(b) Deferred Compensation Plan at the time of separation from employment will be required to establish a Plan account in a timely manner so that a deferral of the accrued PTO balance is possible during the next regular payroll run. In the event that a separating employee fails to successfully establish a 457(b) Plan account within the time period provided, the entire lump sum payment will be made to the employee at the time of the next payroll period following separation from service.
  - (3) If an employee has already contributed the full amount possible to their 457(b) Plan account under the terms of the Plan, the entire accrued PTO balance payment will be made to the employee at the time of the next payroll period following separation from service.
- (i) Paychecks will not be issued in advance if an employee takes paid time off leave.
- (j) Employees will be permitted to prospectively sell a portion of the PTO they will earn in an upcoming calendar year under the terms of Policy 4.11.1.

P. INSURANCE:

Section P-1 Maintenance of Current Benefits:

General Terms:

- (a) The Employer, by this Agreement, is authorized to make a payroll deduction from each eligible employee's paycheck for any insurance premium required for payment by the employee.
- (b) It is understood that any and all insurance provided for in this Agreement are subject to and governed by the terms and conditions of the applicable insurance policies or plans.
- (c) The Employer reserves the right to determine or change the carrier or method of funding of any or all insurance or benefit plans, provided that the benefits are

substantially equal or better. In the event of such determination or change, the Union shall be notified in writing not less than thirty (30) calendar days in advance.

- (d) Except as otherwise stated, each such insurance coverage for each eligible employee shall become effective upon the first of the month following completion of thirty (30) calendar days of employment and upon completion of the appropriate application forms.

Section P-2 Health / Dental / Optical Insurance Coverage:

- (a) Benefit Plan Year: WMCMH will select a minimum of 2 plan options each benefit plan year to offer to employees. For plan year beginning January 1, 2017 the BCBSM High Deductible Health Plan will be offered along with a BCBSM PPO2 (\$500/\$1000 Deductible) plan at the Hard Cap Limits. The BCBSM PPO2 plan design will be maintained if available upon renewal or another plan most similar on a substantially equal to or better to comparison. WMCMH reserves the right to offer at least one plan that meets the criteria being required under Health Care Reform affordability and essential coverage criteria. WMCMH must be able to review and study regulations as they occur and comply as required. WMCMH Plan year will be changed to January 1, effective January 1, 2016.
- (b) Part-Time Benefits: Regular part-time employees may choose to enroll in any Medical / Prescription Drug Plan offered by WMCMH; however, they will be responsible for paying 100% of the cost of the premium.
- (c) Dental/Vision Insurance: Regular full-time and regular part-time employees enrolled in the Dental / Vision Plan offered by WMCMH will pay 15% of the premium cost as a pre-tax payroll deduction.
- (d) Task Force on Health Care: Management and Union agree to form a task force composed of two Management representatives and two union representatives to study and review health care options and cost containment strategies in preparation for the next bargaining period.
- (e) Retiree Participation in Insurance: For the life of this contract, at his/her own expense, a retired individual having reached the age of 55 with fifteen (15) or more years of service with Employer or age 60 with ten (10) or more years of service (and his/her eligible spouse) may continue in the health insurance plan as follows:
  - (1) Between the ages of 55 and 65, continue in the group plan under the conditions specified in the Employer Health Plan Program.
  - (2) After age 65, transfer to the Medicare supplemental program, under conditions specified in the Employer Health Plan Program.
  - (3) The Employer retains the right to terminate or modify the ability of retirees to participate in insurance on an on-going basis both as to existing or future retirees. However, the Employer will provide sixty (60) days advance written notice to the Union should the Employer find it necessary

to terminate or modify the above participation in health insurance for retirees.

Should the need for such modification or termination of the benefit occur, the Employer and Union will meet and discuss within the sixty (60) day period in an attempt to minimize the impact of such modification or termination on the retiree.

- (f) For the purposes of determining full time status eligibility for health insurance under the Health Care Reform regulations, employees working an average of 30 hours per week on a continuous basis will be eligible for full time health insurance benefits as stated in Article P. This will apply to health insurance benefits beginning in the 2014/2015 benefit plan year or as otherwise regulated under the Health Care Reform guidelines.

#### Section P-3 Disability Insurance Plans:

- (a) Short Term Disability: Maintain the current level of coverage for regular full-time employees. Current coverage is 70% of weekly earnings to a maximum of \$600 weekly. Maximum benefit period is 26 weeks. Employee is eligible for the benefit the first day of the calendar month following 90 consecutive days of employment.
- (b) Long Term Disability: Maintain the current level of coverage for all employees participating in the 401(a) defined contribution plan. (Current coverage is 60% of monthly earnings to a maximum of \$5000 monthly, to age 65. Benefit to begin on the 181st day of disability). Employee is eligible for the benefit immediately upon hire.
- (c) Employees will not be eligible for holiday pay ,accrual of paid time, or bereavement leave off while on short-term or long-term disability.

#### Section P-4 Life Insurance:

- (a) Term Life Insurance: Maintain the current level of coverage for all regular full-time and regular part-time employees. (Current coverage is three times annual base salary or \$300,000 whichever is less. At age 65 the coverage reduces by 35%. At age 70, coverage reduces by another 35%. At age 75, coverage reduces by 35% again.)

Employees are eligible for the benefit immediately upon hire.

The current insurance program permits an employee to convert the term life plan to a \$2,000 life insurance policy with the premium graded based on age of the participant.



Q. OTHER EMPLOYEE BENEFITS:

Section Q-1 Section 125 Flexible Spending Account: The Employer will provide a flexible spending account as established under Section 125 of the Internal Revenue Code.

Under Section 125 of the Internal Revenue Code, all regular full-time and regular part-time employees may authorize pre-tax income to be deducted from their paycheck for unreimbursed medical and dependent care to create two special accounts in order to reimburse him/herself on a pre-tax basis once these expenditures are incurred. Part-time employees opting to purchase health insurance may pay for this coverage through a pre-tax payroll deduction via participation in the plan. The amount the employee allocates to the fund will not be returned to the employee if the employee overestimates his/her annual expenditures for medical and/or dependent care expenses.

Regular full-time employees with other health care coverage (other than through a spouse who is also employed by WMCMH and who participates in the WMCMH health care plans) may receive \$2,000 per calendar year payment in lieu of participation in the Employer's health care plan (paid out at a rate of \$26.92 per pay period.) This amount, if paid, will be considered taxable income. Employees selecting this option will be required to certify that they have other health care coverage. If health care reform requires the Employer to pay for coverage or to offer a voucher for coverage, this provision will be eliminated. In no case will the Employer both pay an employee for waiving coverage and pay any form of penalty or fund any alternate form of health care coverage if required under the health care reform laws.

Provisions in this Agreement pertaining to the Section 125 Flexible Spending Plan will be subject to contract modification as Internal Revenue Service rules, regulations and laws requiring same are enacted.

Section Q-2 Tuition Reimbursement: The Employer supports the importance of continuing education for staff. As such, in accordance with Agency Policy 4.6.5, reimbursement of eligible expenses for selected college level courses in which the employee obtains a grade of C or better is available to a maximum of \$1000 per person per calendar year for regular full-time, regular part-time, and regular contingent employees.

Section Q-3 Professional Liability Coverage: Except for physicians, the Employer will continue to provide professional liability coverage for all employees through its general liability carrier. Per policy requirements, liability coverage may be declared null and void for any individual if the individual is not working within the policies and procedures of the Employer. Cost of providing this benefit is closely linked to loss exposure. Therefore, if the cost to continue this coverage becomes prohibitive, or if the coverage is withdrawn by the carrier, the Employer reserves the right to re-open the contract for the express purpose of re-negotiating this benefit with the Union.

Section Q-4 Retirement Health Care Savings Plan: The RHS plan will be closed as of 8/1/2015 and amended for "active" employee access.

R. PENSION:

Section R-1 MERS Defined Benefit Plan: This retirement Plan is closed to future enrollment. The Employer will continue to fully fund the current defined benefit program for employees remaining in the Plan. Active employees in this plan as of 4/1/2016 will contribute 3% of the wages to the plan per MERS guidelines.

Section R-2 401(a) Defined Contribution Plan: All new eligible employees hired after the inception of the Employer's ICMA-RC 401(a) Defined Contribution Plan will only be eligible to participate in the ICMA-RC 401(a) Defined Contribution Plan. Employees will participate in the MERS 401(a) Defined Contribution Plan per parameters set forth in the ICMA-RC Plan Document. In the pension portion of this Plan, employees will receive a 9.5% of base pay mandatory Employer contribution and with an employee pre-tax contribution of 2%, an Employer match of 2%.

All regular full-time and regular part-time employees, including those participating in the MERS Defined Benefit Plan, will be required to participate in the portion of the Plan that is in lieu of participation in Social Security so long as the employee is not eligible to participate in Social Security. In this portion of the Plan, the employee contributes 6% of base pay through a pre-tax payroll deduction and the Employer makes a 5% contribution. These contributions are funded with dollars previously allocated for Social Security. The Employer reserves the 1% difference in funding levels between the Employer and the employee in order to fund enhanced disability and life insurance benefits.

Employees are 100% vested in the Plan following one year of continuous service as a regular full-time or regular part-time employee. The 401(a) Defined Contribution Plan is subject to the requirements outlined in the Plan Document and Adoption Agreement.

R-3 Choice of Vendor: Employer reserves the right to choose the vendor for the 401(a) Defined Contribution Plan, but will ensure that benefit levels remain the same or are improved regardless of vendor.

S. WAGES:

Section S-1 Compensation: A salary grade and pay structure of 1.0% adjustment will occur the first full payperiod in January in 2018 and 2019.

Section S-2 Overtime Pay:

- (a) Overtime work shall be scheduled and approved by the Executive Director or his designee.
- (b) All non-exempt employees covered by this Agreement shall receive overtime premium pay in an equivalent amount to the actual hours worked in excess of forty (40) hours during the seven (7) day work week at a rate of one and one-half times the employee's regular rate of pay.
- (c) Exempt employees do not receive overtime pay and are identified in Section S-5 of this contract.

Section S-4 Salary Schedule: The following is the salary schedule for each position classification group in the bargaining unit for the period of the Agreement:

Jan2018		Union Positions & Salary Scale						
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
5	\$29,211	\$30,594	\$31,977	\$33,359	\$34,744	\$36,127	\$37,513	
6	\$30,785	\$32,247	\$33,708	\$35,171	\$36,634	\$38,096	\$39,559	
7	\$34,157	\$35,791	\$37,422	\$39,051	\$40,685	\$42,315	\$43,945	
8	\$38,230	\$40,058	\$41,891	\$43,722	\$45,553	\$47,383	\$49,213	
9	\$41,433	\$43,428	\$45,424	\$47,419	\$49,413	\$51,408	\$53,402	
10	\$48,191	\$49,154	\$49,966	\$52,161	\$54,353	\$56,550	\$58,742	
11	\$49,096	\$51,471	\$53,843	\$56,217	\$58,594	\$60,966	\$63,341	
14	\$59,785	\$62,676	\$65,707	\$68,885	\$71,794	\$74,706	\$77,613	

Jan2019		Union Positions & Salary Scale						
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
5	\$29,503	\$30,900	\$32,297	\$33,692	\$35,092	\$36,488	\$37,888	
6	\$31,092	\$32,569	\$34,045	\$35,523	\$37,001	\$38,477	\$39,954	
7	\$34,499	\$36,149	\$37,796	\$39,442	\$41,091	\$42,738	\$44,384	
8	\$38,612	\$40,459	\$42,310	\$44,160	\$46,009	\$47,857	\$49,705	
9	\$41,848	\$43,862	\$45,878	\$47,893	\$49,907	\$51,923	\$53,936	
10	\$48,672	\$49,646	\$50,466	\$52,683	\$54,897	\$57,115	\$59,330	
11	\$49,587	\$51,985	\$54,381	\$56,779	\$59,180	\$61,576	\$63,975	
14	\$60,383	\$63,303	\$66,364	\$69,574	\$72,512	\$75,453	\$78,389	

- (a) For new hires, the Executive Director or his designee may give credit on the salary schedule for previous experience. Except under exceptional circumstances, the Employer may authorize credit only to the extent that the hire gets credit for actual years of experience in the type of work for which they are hired.
- (a) Location on the salary schedule will be formally determined at the point of initial hire, transfer, or promotion by a memorandum of agreement between the employee and the Executive Director or his designee.
- (c) Pay increases in the amounts and at the intervals provided for in the compensation schedule above for the specific group shall be granted to all employees for satisfactory service to become effective on the date of becoming eligible.

Section S-5 Position Classification Groups for Salary Schedule:

<b>Union Job Classification</b>	<b>FLSA Status</b>	<b>Grade</b>
File Clerk (basic office support)	Non-Exempt	3
		4
Clerical Support	Non-Exempt	5
Certified Medical Assistant	Non-Exempt	5
Community and Employment Program Specialist	Non-Exempt	5
Consumer Aide – ACT Team	Non-Exempt	5
Clinical Services Aide	Non-Exempt	5
Clinical Services Aide- Peer Certified	Non-Exempt	5
Youth Peer Recovery Specialist	Non-Exempt	5
Reimbursement Specialist (Billing Clerk)	Non-Exempt	6
Administrative Assistant	Non-Exempt	6
Reimbursement / Help Desk Specialist	Non-Exempt	7
Care Manager- ACT, Children’s, Adults, DD	Exempt	8
Infant Mental Health Specialist	Exempt	8
Service Entry Specialist, SUD	Exempt	8
Staff Nurse (R.N.)	Exempt	10
Mental Health Clinician – Children’s, Adult, DBT, DD, IMH, Service Entry	Exempt	11
Board Certified Behavioral Analyst (BCBA)	Exempt	14

- (a) If the Employer should establish a new position classification within the bargaining unit during the term of the Agreement, the determination as to the appropriate position classification and pay grade shall be made by the Employer. If the Union objects to the determination, the parties will meet and discuss the matter.

Section S-6 Rate of Pay for Promotion or Transfer:

- (a) Promotion: When an employee is promoted or transferred to a higher paying job classification, the employee's rate of pay shall be the lowest salary step in the range for the higher classification which provides a salary increase. At the Executive Director's discretion, the employee may be placed at the next higher step if it appears that the employee would be losing ground on the salary schedule after a promotion has occurred. After completion of one year in the new position, the employee's rate of compensation shall move to the next higher step in the new position classification group.
- (b) Lateral Transfer Within Position Classification Group: When an employee is transferred to a position within the same position classification group, he or she shall retain his or her current salary step.
- (c) Transfer to a Lower Paying Position Classification Group: If the employee moves to a position in a lower paying classification group, he or she shall retain his or her present rate of pay or the highest pay step in the new classification group, whichever is lower.

After the completion of one year in the new position classification, if the employee retained his/her rate of pay, he/she will then move to the next highest pay step in the lower paying classification group.

Section S-7 Rate of Pay for Temporary Promotion or Transfer: The Employer retains the customary right of temporarily transferring employees and such transferred employees shall, if formally transferred by the Employer to a position in a higher paying position classification group for a period of at least two weeks, receive the rate of pay in the classification that is the next higher rate of pay than the employee's present pay step. If the temporary transfer is to a position in a lower paying position classification group, the employee shall retain his or her present rate of pay.

- T. Emergency On-Call. Should changes in duties, hours of work, or compensation within the Emergency On-Call System be needed prior to the expiration of the term of this Agreement, the Employer agrees to notify the Union of these changes at least thirty (30) days prior to implementing the change in order to negotiate the impact of these changes on bargaining unit members.

Section T-1: ACT ON-CALL (AOC) TEAM

(a) Description/Responsibilities:

- Handle all after hours calls and ER visits for ACT consumers only.
- AOC will serve as back up for the EOC Team, as needed.

(b) Staffing: ACT Staff members with a rotating coverage calendar.

(c) Compensation:

- Waiting Time \$5/hr
- Active Indirect Time \$10/hr
- Direct Time (includes door to door time) \$25/hr

\*\*All compensation is in addition to waiting time, not replacing waiting time.

\*\*Paid in 15 minute increments

\*\*Holiday to be paid at 1.5 for each service type.

Section T-2: EOC ON-CALL TEAM (Primary/DBT/MCT)

(a) Description/Responsibilities:

- i. Primary EOC: Current ER evaluations and handling of Protocall calls of various nature.
- ii. DBT Coaching: Absorbing current DBT coaching duties to this team of clinicians, discontinue use of separate DBT on-call system. EOC Clinician to use DBT strategies found in each consumers' record in e-clinical. Some training may be need for some clinician not familiar with DBT.
- iii. Mobile Crisis Team (MCT): Mobile Crisis Intervention provides 24/7 acute mental health crisis stabilization and psychiatric assessment services to individuals by phone, within their own homes, or in other

secure community sites outside of an ER or other traditional clinical settings. Primary purpose is to meet acute needs and thereby reducing ER usage and inpatient hospitalizations.

(b) Staffing

- i. New consumer DOC's will be handled as is now by Service Entry staff in office from 8am-5pm or by the Population Treatment Team (MIA, MIC, DD) for open cases.
- ii. All Primary EOC clinicians are to be Masters level clinicians.
- iii. 1 EOC clinician (to hire by 12/1/2016) whose entire job is to be on-call after hours Sunday 5pm – Friday 8am (Five 15 hour shifts for 75 hours), Salaried, Exempt, Modified benefit structure outside existing Collective bargaining agreement. This will be reviewed at end of CBA (12/31/2017) to determine feasibility of model and continued sustainability.
- iv. Remaining after hours coverage (approx. 140 24-hour shifts per year: 11 holidays and 25 PTO days by primary EOC clinician) is covered with rotating schedule by 10-16 pool EOC staff.
- v. Pool Staff:
  - Seek Master Level Clinicians on a volunteer basis from agency staff first.
  - If not enough volunteers, then all agency masters level (except ACT and Supervisors) will go into draft/drawing to be required to commit for 1 year of EOC pool work.
- vi. ACT would be back-up for 2<sup>nd</sup> call-out situations.
- vii. Regular EOC pool staff would rotate weekends, holidays, or open weekday shifts
- viii. Peer Support for MCT only: On call Peer Support needed in case of call out situation. The projected frequency/demand for this is uncertain.

(c) Compensation:

EOC Master Level Clinician Pool:

- |  |         |
|--|---------|
| ▪ Waiting Time                             | \$6/hr  |
| ▪ Active Indirect Time                     | \$12/hr |
| ▪ Direct Time (includes door to door time) | \$25/hr |

\*\*All compensation is in addition to waiting time, not replacing waiting time.

\*\*Paid in 15 minute increments

\*\*Holiday to be paid at 1.5 for each service type.

- (d) Holidays: If a holiday falls on a weekend, the holiday pay will be paid on the actual holiday and not the holiday as observed.

U. DRUG AND ALCOHOL ABUSE AND TESTING:

Section U-1 Purpose: The Employer has a vital interest in maintaining a safe, healthy and productive work environment for its employees and its customers. Additionally, as an employer engaged in work pursuant to the provisions of a federal grant, Employer is required to maintain a drug-free work place in compliance with the Federal Drug-Free Workplace Act of 1988. As such, it is imperative that Employer prohibit the following: possession of illegal drugs and/or alcohol; being under the influence of illegal drugs and/or alcohol (or abusive use of legal drugs); and the use or sale of illegal drugs or alcohol during working hours or while on Employer properties (including parking lots or in Employer vehicles). The provisions of the Employer drug/alcohol abuse policy are as follows:

Section U-2 Rules:

- (a) Each employee must report to work free from impairment by alcohol, illegal drugs or narcotics.
- (b) Use or possession of an alcoholic beverage or illegal drug/narcotic or controlled substance not prescribed for the use of possessor on Employer property, in an Employer vehicle, or while performing Employer business is strictly prohibited and will result in immediate termination.
- (c) Sale, transfer or purchase of any illegal drug/narcotic or controlled substance on Employer property or while performing Employer business is strictly prohibited and will result in immediate termination.

Section U-3 Drug Testing:

- (a) New Employees: As a condition of employment, all new employees will undergo and pass a post-offer drug and alcohol screening.
- (b) Employee Testing: Employer will test any employee whose behavior or appearance give rise to a reasonable suspicion of drug or alcohol abuses, and may require breath, urine or blood testing. Such testing may be required when:
  - (1) When a supervisor, who has been trained to recognize alcohol and drug abuse and/or impairment, reasonably suspects that an employee's work performance or on-the-job behavior has been adversely affected by alcohol or drugs. (Should be substantiated by another supervisor if available and reasonable)
  - (2) When a work-related accident has occurred, which results in personal injury, lost time or property damage.
  - (3) Sudden changes in work performance.
  - (4) Unexplained and/or frequent absenteeism or a suspicious pattern of absenteeism.

- (5) Odor of alcohol and/or residual odor peculiar to some chemical or controlled substance. (Should be substantiated by another supervisor if available and reasonable)

Section U-4 Test and Post -Test Procedures:

- (a) Collection and Testing Facilities: Collection and testing facilities shall be mutually agreed upon by Union and Employer. Selected facility must utilize procedures for chain of custody and control that are at least as strict as those found in 49 CFR, Part 40. Facility selected for specimen testing must be certified by the National Institute on Drug Abuse (NIDA) or the Department of Health and Human Services (DHHS).
- (b) Determination of Positive Tests: An initial screening test shall be used to eliminate negative specimens from further consideration. A second confirmatory test shall be used to ensure the reliability and accuracy of positive results from the initial test.
- (c) Reporting and Review of Results: The Employer will work cooperatively with the Union to select a qualified Medical Review Officer to review the results of positive tests.
- (d) Submission to Testing: Once selected for a drug and/or alcohol test, should an employee refuse to be tested, he/she will be subject to immediate termination.
- (e) Searches: When a trained supervisor reasonably suspects an employee's behavior has been adversely affected by alcohol or drugs, and this suspicion is substantiated by another trained supervisor, an immediate search of the employee's clothing and other property may be conducted. An employee at this time should be able to request legal counsel to determine if the employee should comply with the search. Refusal to comply with a search will subject the employee to discipline, up to and including immediate termination.
- (f) Employee Privacy: Testing and searches will be conducted with concern for the personal privacy of the employee.

Test results will be confidentially maintained and will not be disclosed to other employees, except as needed to Employer management employees and/or Union representatives and/or those individuals who have a need to know for the enforcement of this Section or the processing of any grievance or arbitration.

Tested employees will be provided a copy of positive test results.

- (g) Disciplinary Action:
  - (1) An employee engaged in the use of alcohol while on Employer premises, or while on Employer business or who reports for duty under the effects of alcohol will be removed from the workplace and required to undergo testing.
  - (2) An employee engaged in the use, possession, purchase, sale, or transfer of any illegal drug while on Employer property, will be removed from the



workplace, required to undergo testing and may be subject to criminal investigation and/or prosecution.

(3) An employee determined, as a result of properly implemented medical tests, to be impaired by alcohol or to test positive for illegal drug(s) while at work will, on first occurrence, be allowed a choice between immediate termination of employment or agreement to enter a rehabilitation or counseling program, providing such employee enters into a "Last Chance Agreement". A blood/alcohol level greater than 0.04% shall constitute alcohol impairment for purposes of this section.

(h) Costs: The Employer will pay for all tests it requests, and will compensate employees, at their regular hourly rate, for all reasonable time spent providing test specimens. Costs for rehabilitation programs not covered by group health plans will be the responsibility of the employee.

## V. MISCELLANEOUS:

Section V-1 Bulletin Board: The Employer shall reserve space on a bulletin board where the union may post official notices. The Employer reserves the right to police the bulletin board to remove any material of an offensive nature.

Section V-2 No Discrimination: There shall be no discrimination against any employee or employees by either the Employer or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, age, weight, height, marital status, medical condition or physical disability or any other legally protected status to the extent prohibited by law.

Section V-3 Work Rules: The Employer reserves the right to promulgate and publish from time to time work rules and regulations not inconsistent with this Agreement. The Union shall have the right to grieve the reasonableness of any work rule or regulation established by the Employer provided the Union objects within fourteen (14) days after the rule or regulations are posted.

The Employer ascribes to the principle of progressive discipline; however, the Employer retains the right to determine the appropriate level of discipline up to and including discharge, depending upon the circumstances. Likewise, the Union retains its right to grieve disciplinary action taken by the Employer.

Section V-4 Caseload Discussions: Employer agrees to meet with representatives of the Union, upon their request, to discuss caseload issues and possible solutions with the common intent of ensuring appropriate customer care.

Section V-5 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 V-6 Gender: Reference to the masculine gender shall equally apply to the feminine gender and vice versa.

Section V-7 Validity: In the event of war, State or Federal declaration of emergency, or other State, Federal or judicial actions which make any provision of this Agreement

invalid or unenforceable, the parties shall, within sixty (60) days upon request of either party, negotiate on the affected article or provision.

Section V-8 Health Considerations: Private employers, state and local governments, employment agencies, labor unions, and joint labor-management committees must comply with Title I of the Americans With Disabilities Act. As such, the Employer and Union agree to abide by the employment provisions set forth in the Act.

Section V-9 Union Representation at Expanded Leadership Meetings: The union will appoint one bargaining unit member and one back up member to serve on the Expanded Leadership team. These appointments will be discussed and agreed upon by the Employer and the Union.

Section V-10 Waiver: It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and Understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

Section V-11 Cell Phone Reimbursement: Each employee required to use their personal cell phone for business related matters will receive a stipend of \$32.00 per month.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

W. DURATION:

Section W-1 Term of Agreement:

- (a) If either party desires to amend and / or terminate this Agreement, it shall, on or prior to ninety (90) days from the below termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either

party, on ninety (90) days written notice and termination shall occur 90 days after such notice.

(c) This Agreement shall terminate at midnight, December 31, 2019.

**X. MAINTENANCE OF CONDITIONS:**

It is acknowledged that during the negotiations which resulted in the Agreement, both the Union and the West Michigan Community Mental Health System had unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, both the Union and West Michigan Mental Health System agree that both parties shall not be obligated, unless by mutual agreement, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

**Y. SIGNATURES:**

IN WITNESS WHEREOF, THE PARTIES hereto have executed this Agreement by their duly authorized representative this date, 2016.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL NO. 517M

WEST MICHIGAN COMMUNITY  
MENTAL HEALTH

\_\_\_\_\_  
Mary McDonald,  
Bargaining Unit President

\_\_\_\_\_  
Lisa A. Williams, PhD.  
Executive Director

\_\_\_\_\_  
Christine Stressman, Labor Relations Specialist  
SEIU, Local 517M

\_\_\_\_\_  
James Prince  
WMCMH Board Chairperson