



COLLECTIVE BARGAINING AGREEMENT

Between the

**COUNTY OF OTTAWA
(Employer)**

&

AFSCME MICHIGAN

For Employees in Community Mental Health

EFFECTIVE DATE: JULY 9, 2024

EXPIRATION DATE: DECEMBER 31, 2025

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ARTICLE I
AGREEMENT

THIS AGREEMENT entered into as of July 9, 2024, by and between the COUNTY OF OTTAWA, hereinafter referred to as the “COUNTY”, and the OTTAWA COUNTY COMMUNITY MENTAL HEALTH EMPLOYEES, MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the “UNION”.

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the County, its employees and the Union recognizing that the interest of the community and the job security of the employees depends upon the County’s ability to continue to provide proper services to the community, the County and the Union, for and on consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II
RECOGNITION

Pursuant to Section 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended.

The County recognizes AFSCME American Federation of State County and Municipal Employees, AFL-CIO hereinafter referred to as the "UNION" is the Sole and exclusive Representative bargaining agency for Full-time and Part-time Employees of the Ottawa County Community Mental Health.

Excluded Employees: Directors, Supervisors as defined by the Act, Psychiatrist, positions that meet the definition of a confidential employee, Recipients Rights officer, and Temporary employees.

The County will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III
DEFINITIONS OF EMPLOYEES

1. Full-Time Employees. Employees normally scheduled, on a regular and recurring basis, to work 40 hours per week shall be considered as full-time employees. A full-time employee shall receive pay and benefits as specified by this bargaining agreement.

2. Regular Part-Time Employees. Employees who are normally scheduled to work the equivalent of twenty (20) or more hours per week (but less than 40 hours per week) on a regular and recurring basis shall be classified as regular part-time employees. A regular part-time employee shall receive benefits as provided for in this bargaining agreement on a pro rata basis based upon the hours regularly worked in comparison to full-time unless specified otherwise.
3. Non-benefited or Seasonal Employees. Employees who are scheduled for temporary (continuous five months or less) part-time work, or regular part-time work for less than 20 hours per-week, or seasonal (continuous five months or less) full-time work, shall be classified as non-benefited or seasonal employees, and shall not be subject to the terms of this Agreement.

ARTICLE IV **FLSA STATUS**

Hourly or salaried positions. Positions shall be determined by the employer to be FLSA Exempt or Non-exempt. FLSA exempt positions shall be known as “salaried” or “salary” employees for the purposes of this agreement. Non-exempt positions shall be known as “hourly” employees for the purposes of this agreement. If no differentiation is made in a subsequent article, it shall be assumed it is applicable to both hourly or salaried employees (excluding non-benefited or seasonal employees as stated in Article Definition of Employees, Section 3).

ARTICLE V **PROBATIONARY EMPLOYEES**

All new full-time and regular part-time employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire as a full-time or regular part-time employee. During this period an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without regard to this Agreement.

ARTICLE VI **MANAGEMENT RIGHTS**

The employer retains the sole right to manage the business of the County, including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of such services, to maintain the order and efficiency in its departments and divisions, to discipline and discharge, to demote, to determine layoff, to assign, transfer and promote employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulation and restrictions governing the exercise of these rights as are expressly provided in this agreement.

ARTICLE VII
BARGAINING COMMITTEE

For the purposes of collective bargaining, the Employer agrees to recognize no more than (5) five Local union members chosen by the Union as the bargaining committee.

1. The Union will designate a primary negotiation team consisting of not more than (6) six people who shall be employed in different areas in this Unit. No more than five (5) of such people shall be at the negotiations. One (1) of these members shall be back-ups in case one of the original members are unable to attend.
2. The Union shall furnish management with the names of bargaining committee members upon election or any changes.
3. The Union reserves the right to retain outside Union representation to assist the bargaining committee in its functions.

ARTICLE VIII
AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group, organization or current employee which purports to engage in collective bargaining to make any agreement with any such group, organization or individual for the purpose of undermining the Union.

ARTICLE IX
NO STRIKE/LOCKOUT

The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the Employer's business.

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike, or other concerted activity. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

The Employer agrees that it will not lock out the employees.

ARTICLE X
UNION REPRESENTATION

1. The Employer agrees to recognize a AFSCME Michigan Staff Representative, the Local president, chapter chair, and two Local union stewards. The stewards shall act in a representative capacity for the purpose of administering this Agreement in accordance with the grievance procedure established herein. In the absence of the steward, the AFSCME Michigan Staff

Representative shall act as a steward. The representational area for each area shall be designated by the union.

2. The Union shall furnish a list of the Local Union officers and the Staff Representative to the employer along with periodic changes to the list in a timely manner.
3. Local Union stewards, during their working hours without loss of time or pay, may investigate reported grievances and present such grievances to the employer or designee.
 - a. The Local officer or steward will give notice and receive approval from their supervisor.
 - b. Approval for release from their work assignment for this purpose for such time as may be necessary shall not be unreasonably withheld.
 - c. The Local officer or steward will return to their work location as promptly as possible and notify the supervisor of their return.
 - d. Steps in the grievance procedure shall be scheduled with advance notice to allow the local officer or steward to be present without unnecessary disruption of services.

2. Release of Union Representatives.

- a. No local Union Representative shall leave their work to engage in employee representation activities authorized by this agreement without notifying and receiving approval.
- b. Approval will be granted by the Employer. In the event that approval is not granted for the time requested by the local representative, the Union, may either request an alternate representative or have the activity postponed and rescheduled.
- c. In the event a grievance meeting is scheduled on an employee's day off, and the employee requests that the meeting be rescheduled, the Employer shall concur with such request. Should the rescheduling of the meeting affect wither party's ability to meet contractual timelines for grievance response or appeals, upon request of either party the parties shall enter into a written agreement extending the time frames in such a manner that ether party will have at least as much time as if the meeting were held as originally scheduled.

ARTICLE XI
UNION DUES AND FEES

1. Dues Deductions:

Upon receipt of an individual authorization from any of its employees covered by this Agreement, the Employer will deduct from the pay due such employee those dues and initiation

fees authorized by the Union and required to maintain the employee's membership in the Union in good standing.

Such authorization shall be effective only as to membership dues and initiation fees becoming due after the authorization. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F. I.C.A.); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in programs and enrolled employees' share of insurance premiums. Membership dues and initiation fees deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of AFSCME Michigan.

Such authorizations of employees transferred within the unit from one department to another and within this bargaining unit, shall automatically remain in effect. Employees recalled from temporary or seasonal layoff of less than 180 days or returning from leave of absence shall resume payroll deduction of dues, commencing the first pay period of work.

2. Revocation.

Such authorization may be revoked by the employee. Dues deduction authorization may be revoked at any time by the employee by furnishing notice of such revocation to the HR Department and the union.

3. Employer Notification.

When an employee enters the bargaining unit, the Employer shall inform the Union Chapter Chair of all new bargaining unit employees and agrees to provide the Local Union with the employee's name and work location within 30 workdays of his/her entry on duty.

4. Remittance and Accounting.

Deductions for any biweekly pay period shall be remitted to the designated Financial Officer of AFSCME Michigan with an alphabetical list of names, of all active employees from whom deductions have been made, and the amount deducted every 30 days. The Employer shall provide to AFSCME Michigan an alphabetical listing identifying those active employees who have valid dues deduction authorizations on file with the Employer for whom no deduction of dues was made.

Upon written request, the Employer shall recoup lost dues where such amounts were not deducted in accordance with this Article.

5. Indemnity.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability arising out of or related to its deduction of Union dues from an employee's pay.

ARTICLE XII
DISCIPLINE AND DISCHARGE

1. The EMPLOYER agrees to recognize the Union representatives. The Union shall represent for the purpose of administering this agreement in accordance with the grievance procedure or any other Article that may apply.
2. If a union representative is not available on site, the meeting shall be adjourned until another Union representative can be present, provided that the meeting no be delayed for an unreasonable time until; such representative can be present and in no event shall the employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of clients and others pending the holding of the meeting.
3. During the work hours without loss of time or pay Stewards or Union representatives may investigate reported grievances and present such grievances to the Employer or designee. Union representatives shall give notice to their supervisor and receive approval. Approval for release from their work assignment shall not be unreasonably denied. Union representatives shall return to work promptly and report to the supervisor of the return.
4. Notification of Disciplinary Hearing. An employee who is being disciplined or discharged will be notified of the scheduled date of the disciplinary hearing. An employee who is notified of a disciplinary hearing may have one or two stewards present. The notice will include the reason for the discipline or discharge. At the disciplinary hearing, an employee may offer any information or position regarding the allegations. In case of suspension or discharge, written notice of the reason for the suspension or discharge will be sent to the employee's last known address by Certified/Registered Mail, and/or electronic messaging, no later than three business days following the day on which the suspension or discharge is imposed.
5. Acknowledgement of Receipt. An employee may be required to acknowledge, in writing, receipt of written memorandum or disciplinary correspondence, except that the employee may request the presence of their Steward prior to signing. The employee's written acknowledgement of receipt of such coaching memorandum or disciplinary correspondence shall not be construed as the employee's agreement of it.
6. None of the above is intended to circumvent the normal relationship between supervisor and employee as it pertains to overall discussions, verbal, and written counseling, during which the right to representation shall not apply.

ARTICLE XIII
GRIEVANCE PROCEDURE

1. Statement of Purpose.
The parties intend that the grievance procedure shall serve as a means for settlement of disputes as they arise concerning the interpretation or application of this Agreement, violations of policy, work rules, conditions of employment or a violation of laws, without

interruption or disturbance of the normal operation of the Employer and its services. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees in the Union. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

2. Definitions.

- a. "Grievance" shall be a written complaint by an employee concerning the application or interpretation of any provision of this Agreement as written and claiming a violation thereof as well as item listed above in Section 1.
- b. The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays specified in this Agreement.
- c. "Steward" is a bargaining unit employee designated by the Association to represent other bargaining unit employees in the administration of this Grievance Procedure.

3. Time Limits. The grievances specified herein must be initiated by the grieving party at Step One within seven (7) days of the occurrence of the event/occasion or gaining knowledge of the event and processed within the time limits provided. Failure to meet these time limits shall result in automatic and final rejection of the grievance. The parties may extend these time limits by mutual agreement. Grievances may be withdrawn by the grieving party at any step in the grievance process.

4. Steps in the Grievance Procedure for Grievances

STEP ONE. An employee having a grievance should discuss it with his or her supervisor, to try to resolve the matter informally; such a meeting should occur within seven (7) days of the event/occasion or gaining knowledge of the event from which the grievance arises. A steward may be present at the meeting if either the employee or the supervisor desires.

STEP TWO. If the grievance is not satisfactorily resolved at Step One, the employee and the steward may reduce it to writing and present it to the Community Mental Health Director within seven (7) days after the Step One meeting. The CMH Director will respond to the grievance in writing within seven (7) days; before responding, the CMH Director may convene a meeting with the employee for the purpose of discussing the grievance, and conduct such other investigation as appears appropriate. If either the employee or CMH Director desire, they may request a steward be present. This may be up to two stewards if deemed necessary.

STEP THREE. In the event that the grievance is not satisfactorily resolved by the CMH Director, the employee and steward(s) may notify the Human Resources Director in writing within seven (7) days of receipt of the CMH Director's written response and will be invited to meet with the HR Director within seven (7) days of such notice. The HR Director will give an answer to the grievance within seven (7) days after such presentation.

STEP FOUR. In the event that the grievance is not satisfactorily resolved by the Human Resources Director, the employee and steward and AFSCME MICHIGAN

Representative may notify the County Administrator in writing within seven (7) days of receipt of the Human Resources Director's written response and will be invited to meet with the county Administrator. The County Administrator will give an answer to the grievance within 7 days after such presentation.

STEP FIVE In the event that the grievance is not satisfactorily resolved by the county Administrator, the Union may appeal the matter to arbitration. Within 30 calendar days from receipt of the decision of the County Administrator, the Union shall request from the Michigan Employment Relations Commission a list of names of five qualified arbitrators. A copy of this list request shall be given to the employer. Upon receipt of this list of names, the Union Representative processing the grievance and the Employer's Representative shall mutually agree on one of the arbitrators on the list. The expenses and fees of the Arbitrator will be equally shared by the County and the Union.

AFSCME Michigan shall review the grievance for its merit and submit the grievance for arbitration within twenty-five (25) days after the selection of the arbitrator.

It is the responsibility of all witnesses at an arbitration hearing to notify their supervisor at least twenty-four (24) hours in advance of the arbitration hearing and to be excused by the supervisor for the purpose of attending the arbitration hearing. Such requested absences will not be unreasonably denied.

The time paid to individuals entitled to payment at an arbitration hearing shall include one-half (1/2) hour before the arbitration hearing and one-half (1/2) hour after the arbitration hearing in order to confer concerning arbitration case, plus a reasonable amount of time for the employee(s) to travel from the location of the arbitration hearing back to the work site. In the event the arbitration hearing runs through the lunch period of the employees listed above without taking a lunch break, the length of time of the employees lunch break shall be added to the time excused from work after the arbitration hearing.

Union Officers. The Union's president, chief steward (or other steward who is involved in the case) and the grievant shall not suffer a loss of time or pay as a result of attending an arbitration hearing that occurs during their regularly- scheduled work hours. There shall be no payment for hours that are not otherwise scheduled to be worked.

Arbitrator's Powers: The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of this Agreement or the written rules or regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application and/or the interpretation of the above and to the specific issue presented to him/her. No decision of the arbitrator shall contain retroactive liability prior to the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he considers appropriate to the circumstances. The arbitrator shall interpret the agreement in the light of the laws and precedents applicable to and affecting the public sector. The arbitrator shall render his/her decision in writing as soon after the hearing as possible, and the fees and expense

of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee's involved, the Employer and its officials, including the CMH Director, Board of Commissioners, and their designated representatives.

5. Grievances at Step 2 and above that have the signature of a AFSCME Michigan representative affixed to a settlement agreement or notice of withdrawal of grievance shall be cause to cease processing the grievance.
6. The use of county email will be permitted for communication by the Union Representatives for the purposes of scheduling and submitting grievances.
7. Should an employee who has been discharged or given disciplinary time off without pay consider such action to be improper, a grievance may be expedited to step 3 of the grievance procedure.

ARTICLE XIV **WAGES**

1. The Employer and the Union shall determine the wage. Employees will be hired into classification pursuant to a Classification Schedule attached hereto and made a part of this Agreement and marked Appendix "A". Salaries/wages will be paid in accordance with the Salary Schedule attached to and made part of this Agreement as Appendix "B".
2. Pay Periods. Salaries shall be paid on a biweekly basis.
3. Classifications and Positions. A position classification plan, including specific job description and duties of each employee, will be maintained by the County.
4. Newly hired employees start at Step 1 of the wage scale assigned for the classification. The Employer may offer above Step 1 if the employee's experience warrants a higher step, at the discretion of the employer. Any offer of employment above Step 1 of a pay grade must go through the Human Resources Director or their designee.
5. Step Increases:
 - a. Except for salary step increases withheld under subsection (b) below, regular full-time and regular part-time employees shall advance between lateral steps on the salary schedule (attached) based on the employee's length of service in the given position.
 - b. Notwithstanding the salary step provision of subsection (a) above, an employee may be denied a salary step increase for which the employee would otherwise be eligible, based on his length of service in the position, if the employee has not maintained a satisfactory work record. If the County withholds an employee's salary step increase based on an unsatisfactory work record, the Department Head shall so advise the employee in writing thirty (30) or more calendar days before the date when the step increase would otherwise

take effect, and shall suggest corrective measures to be followed by the employee. The employee shall then be reevaluated within thirty (30) calendar days following the date when the step increase would otherwise have taken effect. If, based on such reevaluation, the employee is granted the step increase, such increase shall be given effect retroactively to the date that it would have been effective if it had not been withheld. If, based on such reevaluation, the employee is still denied the step increase, the employee may grieve the reasonableness of the continued denial. Once advanced to the next lateral step on the salary schedule, further progression shall be based on length of service following the date of advancement.

ARTICLE XV
WORK WEEK & FLEXIBLE SCHEDULE

1. Work Week:

a. Hourly employees:

- i. The normal work week shall consist of five (5) consecutive days, Monday through Friday, and forty (40) working hours, exclusive of unpaid lunch periods; provided, however, that this provision shall not be construed as a guarantee of any minimum or maximum number of work days or working hours.
- ii. The normal business hours of the County shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding holidays. Variations and modifications in the hours may be made by management as needed to meet the needs of the County.
- iii. Notwithstanding the provisions of subsection (a) above, the County may establish some other work week normally not exceeding five (5) consecutive days, for some employees as needed.
- iv. For each full day worked, there shall be an unpaid lunch period of one (1) hour and two fifteen (15) minute paid rest periods; provided, however, that shorter unpaid lunch periods may be established by the employer based on the needs of the department. All lunch periods and rest periods shall be scheduled by the Department Head or scheduling supervisor.

b. Salaried employees:

- i. The normal work week of a County employee shall be as consistent as reasonably possible with the work week of County Collective bargaining units and the normal business hours of the County. The normal business hours of the County shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding holidays. Variations and modifications in the hours may be made by management as needed to meet the needs of the County.
- ii. As salaried employees, unclassified personnel are hired by the County to perform work which is not always governed by a standard or fixed work week which consists of a set number of hours in which to accomplish their required

duties. As such, employee's schedules from week to week may deviate from the standard work week in order to do the job required.

2. Variances for Hourly employees:

Notwithstanding the normal work week and the normal work day provisions of Section 1 above, hourly employees may from time to time be required by the Department Head or scheduling supervisor to work a schedule which varies from the normal eight (8) hour work day and/or normal forty (40) hour work week.

- a. Due to the nature of the work and services performed at Mental Health, the work hours require flexibility and the normal work day and normal work week for may regularly vary.
 - i. Therefore, the work hours for employees of the Mental Health Department shall be subject to scheduling by the Department Head and/or scheduling supervisor.
 - ii. Such hourly employees shall not work in excess of forty (40) hours per work week without the prior written approval of their Department Head or scheduling supervisor.
 - iii. Such employees shall be eligible for overtime (i.e., at the rate of time and one-half) only for the hours worked by them, with the prior written approval of their Department Head or scheduling supervisor, in excess of forty (40) hours per work week.
 - iv. When such overtime is approved as provided in this Section, the employee may request compensation for the hours worked in excess of forty (40) hours per work week either: (a) in the form of time and one-half (1½) compensatory time off, or (b) in the form of time and one-half (1½) pay. To the extent deemed practical by supervision, the County will attempt to accommodate the employee's preference for overtime compensatory time off or overtime pay, but the final decision shall rest with the County. In either event, whether such overtime is compensated in the form of compensatory time off or pay, such compensation shall be taken or paid, as the case may be, within the same pay period in which it is earned—e.g. if compensatory time off is requested and allowed, it must be taken within the same pay period in which it was earned.
 - v. It is understood and agreed that no “on call” hours and no work required while “on call” shall be counted in computing an employee's eligibility for overtime (i.e. after 40 hours per week). Such “on call” time shall be separately compensated as provided in the “on call” provisions of Overtime and Premium Pay Section of this agreement.

ARTICLE XVI
OVERTIME AND PREMIUM PAY

1. Overtime Pay for Hourly employees:

- a. All work in excess of forty (40) hours per work week shall be paid either in the form of time and one-half pay or in the form of time and one-half compensatory time off, at the election of the employee's Department Head; provided, however, that all compensatory time off must be taken in the same pay period in which it is earned.
- b. Employees shall not work in excess of forty (40) hours per work week without the prior approval of their Department Head or, in the absence of the Department Head, another authorized supervisor.
- c. An attempt shall be made to schedule compensatory time off, as provided in this agreement, at times mutually agreeable to the employee and his or her Department Head.
- d. In the event an employee has not worked on a designated holiday or vacation day, the paid hours for such day will be considered as hours worked for the purpose of computing possible overtime payments.
- e. Definitions:
 - i. Work Week. A work week shall commence at 12:01 a.m., Sunday, and end at 12:00 midnight on the following Saturday.
 - ii. Pay Period. A pay period shall consist of two consecutive work weeks. Pay periods do not overlap. The overtime period runs concurrent with the pay period.
 - iii. Pay Day. A pay day usually will occur on the Friday following the last Saturday of a Pay Period.

2. On-Call Pay:

- a. Employees of the Mental Health Department who are assigned on a rotating basis to be "on call" for nonscheduled working hours for week's duration, and who are required during said assignment to be "on call", shall be compensated with pay as follows:
 - i. Monday thru Friday: \$75/shift and 1.5 hours pay for each hour of direct service
 - ii. Weekend: \$100 for each shift and 1.5 hours pay for each hour of direct service

- iii. Holiday (as defined in the 'Holidays' subsection of this agreement, excluding Floating Holidays): \$150 for each shift and 1.5 hours pay for each hour of direct service
- b. Employees receiving compensation pursuant to (a) above for the assignment shall not be entitled to any other form of compensation for the assignment (e.g. no compensatory time off or premium pay).
- c. The employee assigned to the CMH Crisis third-shift position shall receive a \$2.00 per hour bonus for all hours worked when so assigned.

ARTICLE XVII
SENIORITY

1. Seniority.

- a. There shall be three (3) types or categories of seniority, as follows:
 - i. Service seniority shall be the date an employee became a benefited employee during the current stint of employment.
 - ii. Classification seniority shall be an employee's continuous length of service in his/her current classification since the date of last hiring to that classification.
 - iii. Unit (for bargaining unit) seniority shall be an employee's continuous length of service in the bargaining unit since date of last entry into the bargaining unit.
- b. Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.
- c. Seniority shall be applied as specified in connection with the provisions of this Agreement, i.e. the Agreement shall specify the type or category of seniority applicable to those portions of the Agreement where seniority is/or may be a factor.
- d. A regular full-time or regular part-time employee will have no seniority until completion of the probationary period. At that time, upon successful completion of the probationary period, the employee will be placed on the seniority list as of the employee's last date of hire.
- e. Seniority shall continue to accumulate during:
 - i. Paid leaves of absence; and
 - ii. Unpaid leaves of absence or consecutive unpaid leaves of absence of less than one-hundred eighty (180) days total duration; but seniority shall be retained without further accumulation during layoffs-of any

duration, or during unpaid leaves of absence or consecutive unpaid leaves of absence of one-hundred and eighty (180) days or more. Ties in seniority shall be determined by the employee identification number. The lowest number having the highest seniority.

2. Seniority List:

A seniority list shall be prepared, and a copy supplied to the Union from the execution of the agreement, per PA 236 and Act 336 of PERA or at the Union's request. It shall be revised and kept current by the Employer.

3. Loss of Seniority. Seniority shall be lost if the employee:

- a. Voluntarily resigns from employment.
- b. The employee retires.
- c. Is involuntarily terminated and the termination is not reversed through the procedure set forth in this Agreement.
- d. The employee accepts employment elsewhere while on an authorized leave of absence or fails to return from an authorized leave of absence on the agreed upon date unless the Employer and the employee shall otherwise expressly agree in writing.
- e. The employee has been on layoff for a period of time equal to their seniority at the time of their layoff or 12 months, whichever is less.
- f. The employee is convicted of any felony.
- g. If the employee is absent from work, at the expiration of a vacation, leave of absence, disciplinary action, for three (3) consecutive working days without notifying the employer.
- h. If the employee is on an unpaid leave of absence for illness, injury or disability for six (6) months; provided, however that if the illness, injury or disability is job related and compensable by worker's compensation, then and in such event, seniority shall be lost, and the employment relationship shall cease upon expiration of an unpaid leave of absence of two years. Abiding by all worker's compensation applicable laws.

ARTICLE XVIII
VACATIONS

1. Vacation Schedule. Subject to and in accordance with the provisions of this Article, employees shall earn vacations with pay according to the following schedules.
Vacations to be rounded to nearest whole hour.

Vacation Accrual for Part-time Employees: Regular part-time employees shall be credited with paid vacation time equal to their hours worked based upon the full-time vacation schedule. As used in this Section, the term "paid hour of work" shall include all of an employee's paid hours, up to but not exceeding 2,080 paid hours per vacation year.

Maximum Accumulation/No Prepayment. Part-time Employees shall not accumulate beyond the pro-ration of the two hundred twenty-four (224) hour maximum based on the full-time equivalent of their current position.

Vacation Accrual for Recalled Employees: Regular part-time and full-time employees who are recalled from a layoff within one year of their layoff date shall begin accruing vacation time based on the same calculation as when the layoff occurred.

- a. Full-time, hourly employees shall earn vacations with pay, based upon the following schedule, for each paid hour of work. As used in this Section, the term “paid hour of work” shall include all of an employee’s paid hours up to but not exceeding 2,080 paid hours per vacation year:

Hourly Employees Vacation	
Year of Service	Rate of earning of paid vacation per paid hour of work
0-3 years	.0539 (2 weeks + 4 days for full-time)
4-10 years	.0731 (3 weeks + 4 days for full-time)
11 years	.0770 (4 weeks for full-time)
12 years	.0808 (4 weeks + 1 day for full-time)
13 years	.0847 (4 weeks + 2 days for full-time)
14 years	.0885 (4 weeks + 3 days for full-time)
15-19 years	.0924 (4 weeks + 4 days for full-time)
20+ years	.1039 (5 weeks + 2 days for full-time)

Paid hours of vacation shall not accumulate beyond a maximum of two hundred and twenty-four (224) hours. In the event an employee has accumulated two hundred and twenty-four (224) paid hours of vacation, paid hours of vacation which the employee would have normally earned pursuant to above shall cease to be earned until such time as the employee’s accumulation of paid hours of vacation is less than two hundred and twenty-four (224) hours.

Paid vacations shall not be granted or allowed in advance (i.e. they may not be taken before they have been earned as herein provided).

- b. Full-time, salaried employees shall earn vacation leave with pay in accordance with the following schedule in a lump sum on an annual basis on the employee’s county service date:

Salaried Employees Vacation	
Year of Service	Vacation Hours for Full-Time
At start	40 hours
1-9 years	160 hours
10-19 years	200 hours
20+ years	240 hours

Vacation time should be used during the year in which the employee earns the vacation leave. Up to 40 hours of unused vacation time may be carried over for use during the next year.

Paid hours of vacation shall not accumulate beyond a maximum of two hundred and eighty (280) hours. In the event an employee has accumulated two hundred and eighty (280) paid hours of vacation, paid hours of vacation which the employee would have normally earned pursuant to 1. above shall cease to be earned until such time as the employee's accumulation of paid hours of vacation is less than two hundred and eighty (280) hours.

2. **Vacation Year.** For purposes of this Section, a vacation year is defined as a twelve (12) month period starting with the employee's anniversary date of last employment, and each twelve (12) month period thereafter (anniversary date to anniversary date).
3. **Vacation Pay.** Employees will be paid vacation pay based on their classification at the time of the vacation period.
4. **Vacation Scheduling.** So far as possible, considering the needs of the Department, vacation schedules submitted by March 15 as above provided, will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual vacations scheduled in accordance with Departmental needs.
5. **Vacation Payments upon Termination of Employment.** Employees whose employment relationship with the Employer ends after one year of continuous service may receive pay for accrued but unused vacation in any of the following circumstances:
 - a. If an employee retires in accordance with the retirement plan currently in effect and provides the Employer with at least two (2) weeks advance notice of the date of retirement.
 - b. If an employee resigns from employment and provides the Employer with at least two (2) weeks advance notice of the last day of work.
 - c. If an employee is laid off and requests payment of vacation pay

- d. In case of the death of an employee, pay for accrued but unused vacation will be paid to the employee's spouse, if any; a designated beneficiary; or to the personal representative of the employee's estate.
- e. If an employee is discharged from employment for a reason considered by the Employer to constitute unsatisfactory performance rather than misconduct.

For unemployment purposes, this lump sum vacation pay shall be designated a period of time immediately after the termination of employment equal to the number of weeks of vacation pay that is received.

ARTICLE XIX
HOLIDAYS

1. Paid Holidays: The following paid holidays are recognized for employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Six (6) Floating Holidays

2. Holidays Falling on Weekends:

- a. Except as provided in (b) below, if any designated holiday recognized in Section (1) falls on Sunday, it shall be celebrated on the following Monday and if any such holiday falls on Saturday, it shall be celebrated on the preceding Friday provided; however, that if an employee's regular work week includes Saturday work, such employee shall celebrate the holiday on Saturday.

- b. In the event Christmas and New Year's Days holidays fall on Saturday, such holidays will be celebrated on the Friday preceding the holiday and Christmas Eve holiday shall be celebrated on the Thursday preceding the holiday. In the event Christmas Eve holiday fall on Sunday, such holidays will be celebrated on the Friday preceding the holiday.

3. Part-Time Employees: Regular part-time employees shall receive prorated holiday pay for the day of the holiday equivalent to their F.T.E.

4. Eligibility: The following additional terms and conditions shall govern employee eligibility for holiday pay:

- a. To be eligible for holiday pay, an employee must be a regular full-time or regular part-time employee on the day of the holiday.
- b. Except with respect to an employee on an approved paid leave (e.g. paid vacation or paid sick leave), the employee must have worked the last scheduled work days immediately before and after the holiday in order to be eligible for holiday pay.
- c. Employees who are scheduled to be “on call” on a designated holiday, and employees who have been scheduled for thirty (30) or more calendar days in advance of a holiday to work on the holiday, shall not be eligible for holiday pay if they fail to work as required. Employees who do work on a holiday shall receive holiday pay plus their regular rate of pay for the hours worked.
- d. When a holiday falls within an employee’s paid vacation period or during an employee’s paid sick leave, and if the employee is absent from work because of such paid vacation or paid sick leave, the day will be treated and paid as a holiday and will not be paid or charged as a paid vacation day or paid sick leave day.
- e. An employee on an unpaid leave of absence shall not be paid for any holiday which occurs during such unpaid leave.
- f. In the event that the County adds or deletes holidays, such holidays shall become the recognized holidays for employees.

5. “Floating” Holiday Scheduling:

- a. So far as possible, considering the needs of the Department, “floating” holiday schedules submitted by March 15, will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual “floating” holidays scheduled in accordance with departmental needs. In case of conflict in the choice of “floating” holiday times, the employee with the longer Group service will have the first choice of “floating” holiday times.
- b. “Floating” holidays not scheduled by March 15 shall be used by the employee within the year as mutually agreed to with the Department Head.
- c. “Floating” holidays may be used in conjunction with vacation time, i.e. either immediately preceding a scheduled vacation or immediately after a scheduled vacation.
- d. Floating Holiday Proration. For employees who begin employment during the calendar year proration of Floating Holidays shall be according to the following example: Hire date is July 8th, leaving 5.75 months remaining in the year (July 8 to December 31). Floating Holiday time credited is 23 hours (4 hours per month x 5.75 months). This employee will be credited with twenty-three (23) hours.

In addition, if such proration of Floating Holidays for employees who terminate during the calendar year results in an overuse of Floating Holidays, the amount of overuse times the employees' hourly rate of pay will be deducted from their final paycheck. Example: Employee terminated on May 28th with a balance of ten (10) hours of Floating Holiday time remaining. Seven months remain in the year, therefore the remaining balance should be 28 hours (4 hours per month x 7 months = 28). The balance remaining however is only ten (10) hours. This employee will have 18 hours of pay deducted from their final paycheck (28 - 10 = 18).

Finally, if such proration of Floating Holidays for employees who terminate during the calendar year results in an under use of Floating Holidays the amount of under use will be paid to the employee in his/her final paycheck. Example: Employee terminates on September 30 with a balance of twenty-five (25) hours of Floating Holiday time remaining. The employee has worked nine (9) months in the year and is entitled to use 36 hours of Floating Holiday. The employee only used twenty-three (23) hours and therefore he/she will be paid thirteen (13) hours at his/her current hourly rate of pay.

ARTICLE XX
SICK PAY AND WORKER'S COMPENSATION

1. Sick Pay:

- a. Credit Paid sick leave shall be credited, and may be accumulated, as follows:
 - i. Regular full-time employees shall be credited forty-eight (48) hours paid sick leave days at the beginning of each calendar year. New regular full-time employees shall be credited with a prorated amount.
 - ii. Regular part-time employees shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.
- b. Carryover: At the beginning of each calendar year, up to forty-eight (48) hours of sick leave from an employee's prior year's sick day balance may be added to the annual amount of sick days credited to each employee. In no case shall the total number of sick days exceed ninety-six (96) hours. Beginning with the first pay out in January 2025, at the beginning of each calendar year, sick leave earned above the maximum allowed balance shall be paid out to the employee at the rate of 75%.
- c. Payment on Retirement. Upon retirement, one hundred percent (100%) of the sick leave balance shall be paid out to the employee. For the purposes of this subsection only, retirement is defined as retiring under a defined benefit plan and immediately collecting benefit payments or retiring with a defined contribution plan after reaching the minimum retirement age as defined by the defined contribution plan documents and at least 10 years of service.

- d. Credit. Sick leave may only be used as provided for. An employee utilizing sick leave shall provide such reasonable proof of the bona fide use of sick leave as may be required by the County. The advance use of future credits for sick leave shall not be permitted. If absence occurs due to illness and no credit exists, the employee is absent without pay.
- e. Documentation. Department Heads shall be responsible for insuring sick time is not misused and that records and documentation, such as biweekly time sheets and doctor's verification of continuing disability as may be required by the County, regarding the utilization of sick time for themselves and departmental employees are maintained. Each employee shall, if requested, be responsible for giving a signed absentee record to his Department Head immediately following his return to work.
- f. Medical Verification: The following medical verification provisions shall apply:
 - 1. The County may, in its discretion, require an employee to submit competent medical verification of any use of paid sick leave if:
 - i. The paid sick leave absence equals or exceeds two (2) consecutive scheduled working days; and/or
 - ii. The paid sick leave absence equals or exceeds a total of six (6) scheduled working days (whether or not consecutive) in a calendar year: and/or
 - iii. The employee demonstrates a paid sick leave pattern—e.g.: using Fridays or Mondays on a recurring basis.
 - 2. Medical verification of illness in connection with an employee's paid sick leave use shall be in the form of a doctor's certificate if the employee was seen by a physician or, if the employee was not seen by a physician, such verification shall be in the form of a signed statement by the employee specifying the nature and duration of the illness.
 - 3. Failure to provide medical verification for paid sick leave use, and/or false use of paid sick leave, shall be grounds for discipline up to and including discharge.
 - 4. In addition, in the event of the absence of an employee for illness, injury or disability, the County may require the employee to submit to an independent medical examination by a physician designated and paid by the County.
- g. Illness: Paid sick leave may be utilized by an employee in the event of his or her disabling illness or injury, including disability resulting from pregnancy and/or childbirth. If such illness, injury or disability is job related and compensable by

Worker's Compensation, then and in such event, the use of paid sick leave shall be subject to the provisions of Section 2, below, pertaining to Worker's Compensation.

- h. Domestic Violence and Sexual Assault: Paid sick leave may be utilized by an employee for purposes related to domestic violence and/or sexual assault as set and governed by MCL PA 369 of 2018.
 - i. Funerals: An employee may use four (4) hours of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend or relative in the local area, or eight (8) hours of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend or relative if travel is required outside the local area. The employee shall elect, at the time of the absence, whether to have such absence charged against his available sick leave or vacation.
 - j. Medical/Dental Appointments: Accumulated paid sick leave may be used for medical or dental appointments. As much advance notice as possible of the need for such use of sick leave must be given.
 - k. Family Illness: Accumulated paid sick leave may be used for necessary family medical situations in an employee's immediate family which requires immediate medical attention. For purposes of this subsection, "immediate family" shall be defined as spouse, child (biological, foster, adopted, legal ward, or a child to whom the employee stands in loco parentis), stepchild, parent (biological, foster, stepparent, adoptive parent, legal guardian of an eligible employee or an eligible employee's spouse, or an individual who stood in loco parentis when the eligible employee was a minor child), father-in-law, mother-in-law, grandparent, grandchild, sibling (biological, foster, or adopted), or as defined in MCL PA 369 of 2018.
 - l. Illness During Vacation: If a period of illness lasting two (2) or more days occurs during an annual leave and is reported immediately upon return a revised Request for Leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than annual leave.
 - m. Vacation Leave for Sick Leave: An employee may use accumulated paid vacation leave as paid sick leave after exhaustion of his accumulated paid sick leave.
2. Worker's Compensation:
- a. The County shall provide coverage for employees in accordance with the Michigan Worker's Compensation Act.
 - b. An employee who receives a work related injury or illness and draws Worker's Compensation as a result of his or her employment by the County may, at the

option of the employee, receive from the County a supplemental payment from the employee's accumulated paid sick leave credits and/or vacation accrual. Such supplemental payment shall be equal to the difference between the weekly Worker's Compensation benefits received by the employee and the employee's normal take-home pay. The employee's paid sick leave accumulation and/or vacation accrual shall be reduced in the proportion the supplemental payment bears to the employee's regular pay. These supplementary payments will be made, for regularly scheduled time lost, until the employee's paid sick leave accumulation and vacation accrual are exhausted or Worker's Compensation is terminated, whichever occurs first.

ARTICLE XXI **LEAVES OF ABSENCE**

1. Personal Leave:

- a. Personal leaves of absence for up to ninety (90) days, without pay (for reasons other than those specifically provided for elsewhere in this Agreement), may be granted by the Department Head upon written application by an employee. Personal leaves shall not be granted for the purpose of looking for, seeking or securing work elsewhere, and other than reasons specifically defined in Section 5.
- b. When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same step and type of position the individual held at the time the leave was granted. If the employee refuses to accept re-employment upon termination of such leave, the employee's right to re-employment ceases.
- c. When personal leave is granted for a period of more than ninety (90) days, the employee's position will not automatically be held open for him or her. The employee may be re-employed after return from leave, if and when employment is available, at the same level at which there may then be an opening until such time as the employee can be reinstated to the original classification or one (1) year, whichever is less. If the employee refuses a position upon termination of such leave for which the employee is qualified, the employee's right to re-employment with the County ceases.
- d. The employee agrees when leave is granted to keep the Department Head informed of any change every thirty days of the status or condition that caused the employee to request leave. The Department Head shall keep the Human Resources Director or designee informed.

- e. Vacation time, holidays, sick leave, or other employee benefits shall not accumulate or be paid during personal leaves of absence of this nature; however, all benefits shall be frozen during the time of the leave. Insurance coverage may be continued during such leave if the employee pays the necessary premiums.

2. Handicap Accommodation

Should an employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, the Employer will follow the American's with Disabilities Act (ADA) and the Michigan Persons with Disabilities Civil Rights Act (PDCRA).¹

3. Military Leave of Absence

Application for military service leave of absence shall be made to the Human Resources Director or designee in writing as soon as the employee is notified of acceptance in military service, and in any event, not less than two (2) weeks prior to the employee's departure. An employee on military service leave shall retain any unused sick leave or vacation time accrual and rights under such provisions shall be governed by applicable Federal and State laws.

4. Bereavement Leave

Employees may be granted up to a total of thirty-two (32) hours as bereavement leave with pay in the event of death in the employees immediate family. As used in this Section, the term "immediate family" is defined as including an employee's spouse, child, parent, stepparent, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law, grandchild, son-in-law, daughter-in-law, or stepchildren. Regular part-time employees shall be eligible for pro-rata bereavement leave based upon their hours regularly worked in comparison to full-time.

5. Family and Medical Leave

As required by the Family and Medical Leave Act (FMLA) of 1993, the employer will provide covered employees up to twelve (12) weeks (480 hours) or twenty six (26) weeks (1040 hours) in certain FMLA circumstances per year of unpaid job protected leave for certain family and medical reasons.

- a. Leave for Newborn or Newly Placed Child: A leave for a newborn or newly placed child is defined as an unpaid leave of absence which, at the time is requested is to be used by the employee for the birth and/or care of a son or daughter or the placement of a son or daughter with the employee for adoption or foster care.

¹ American's with Disabilities Act, 42 USC 12101 et seq; Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq.

- b. Leave for the Care of a Family Member: A leave for the care of a family member is defined as an unpaid leave of absence, which at the time it is requested is to be used by the employee to care for a spouse, son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.
- c. Leave for Employee's Own Serious Health Condition: A leave for the employee's own serious health condition shall be an unpaid leave for a serious health condition that makes the employee unable to perform the employee's job.
- d. Leave during Family Member's Active Duty. A leave due to a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- e. Leave for the Care of a Family Service Member. A leave for an employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who incurred a serious injury or illness on active duty in the Armed Forces. The leave shall only be available during a single twelve (12) month period.
- f. Medical certification will be required to support a request for a leave because of a serious health condition. A second or third opinion (at the County's expense) may also be required. When leave is required for a serious health condition, employees should provide the medical certification as soon as possible, but not later than fifteen (15) calendar days from the date the request for leave is made.
 - i. Any medical certification form that is returned without all of the required information will not be accepted per FMLA guidelines.
 - ii. Employees will be required, unless the Employer waives the requirement, to recertify the need for the leave at least every thirty (30) days. Employees on leave must call in and report to the Department Head on a periodic basis (at least every two (2) weeks) with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work. Failure by the employee to do so shall be grounds for termination of the leave.
- g. Eligibility for Leaves of Absence under FMLA. In order to qualify for an FMLA leave the employee must meet all of the following conditions:
 - i. The employee must have worked for the County at least twelve (12) months or fifty-two (52) weeks. The Twelve (12) months, or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

ii. Employees who have been employed by the County more than one (1) year must have worked at least 1250 hours during the twelve (12) month period immediately before the date when the leave would begin.

iii. Leaves for Family and Medical Leave Act qualifying reasons may be granted to employees who are not eligible for Family and Medical Leave Act leave. Requests for such leave shall be handled consistent with provisions of Family and Medical Leave Act leave described herein as if the employee is qualified for such leave. Final approval shall be at the sole discretion of the County Administrator.

The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee uses any form of leave described in Section 4.

h. The granting or denial of any FMLA leave in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.

i. Upon expiration of an approved FMLA leave the employee shall be returned to the same position he/she held at the time the leave commenced or to an equivalent position. If upon termination of an FMLA leave, an employee refuses an equivalent position, the employee shall be deemed terminated and shall have no further right to re-employment with the County. Additionally, in the case of leaves for the employee's own serious health condition, upon the employee's health care provider's confirmation in writing of the continuing serious health condition an additional leave of absence may be granted for up to nine (9) months. Upon written approval of the employee's health care provider to return to work during this extended leave, the employee, at the termination of such leave, shall be entitled, if a vacancy exists, to be reinstated at the same step and level of position the employee held at the time the leave was granted. If no such vacancy exists, the employee shall have the option to return to work in a lower classification where a vacancy exists until such time as the employee can be reinstated to the original classification. The employment relationship shall end when the period of time is equal to his/her length of service or one (1) year, whichever is less.

j. An employee on an FMLA leave may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave. An employee who is off work because of his/her own serious health condition must provide a fitness for duty certificate verifying that he/she is able to perform the essential functions of his/her job. Failure to provide the certificate will result in the delay of the restoration of the employee's job and may result in the denial of the restoration of that employee's job.

k. When an employee plans to take an FMLA leave they must give the County thirty (30) days' notice. If thirty (30) day notice is not possible, the employee must give as much notice as practicable. If an employee fails to provide thirty (30) days' notice

for foreseeable leave, the leave requested may be denied until at least thirty (30) days from the date the County receives notice.

- i. Notice Upon Return from Leave: If an employee returns from any period of absence which has not been designated as FMLA leave, and the employee wishes to have the leave counted as FMLA leave, the employee must notify the Department Head within two (2) business days of returning to work that the leave was for FMLA reasons. Failure to provide the necessary notice will prevent any subsequent assertion of FMLA protection for that absence.
- l. Intermittent Leave or a Reduced Work Schedule. Employees may take leave in twelve (12) consecutive weeks (480 hours), or may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks (480 hours) or twenty-six (26) weeks (1040 hours) in certain FMLA circumstances over a twelve (12) month period in the aggregate. The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. For the birth, adoption or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.
- m. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance. For example, whenever workers' compensation leave, a disability leave, or any other sick leave is due to a serious health condition, all time off will be charged against the employee's FMLA allowance. Likewise, if an employee takes vacation or uses other paid time off for any purposes covered by FMLA, all time taken will be charged against the employee's FMLA allowance. This subparagraph applies even when the employee makes no reference to FMLA at the time the employee requests or takes time off.
- n. Accrued sick or vacation leave time and floating holidays may be substituted for unpaid leaves under the Family and Medical Leave Act.

ARTICLE XXII
TRAINING PROGRAMS AND PROFESSIONAL MEETINGS

1. Employees who desire to attend a seminar, conference or professional meeting which is related to their position and likely to improve their performance may submit a written request to attend the same to the Department Head. If the Department Head determines that attendance at such seminar, conference or professional meeting is in the best interests of the County and of the Department, the Department Head may, in his or her discretion, approve such request. If approved, the County shall grant the employee necessary normal scheduled

working time off, without loss of pay, and shall pay the registration fee for attending such seminars, conferences or professional meetings so approved, and may also, in the discretion of the Department Head and in accordance with policy, provide for reimbursement of the employee's necessary out-of-pocket expenses incurred in connection with such attendance; provided, however, that if out-of-pocket expenses are not to be reimbursed, the employee shall be so advised in advance.

2. An employee who takes and completes additional training and/or coursework, whether with or without County approval, shall not be entitled to automatic advancement on the salary schedule, either to a higher classification or step, by reason of such additional training.

ARTICLE XXIII **JURY DUTY AND COURT TIME**

1. Jury Duty.

- b. An employee who is called for jury duty shall notify the Department Head immediately upon receiving notice of such call.
- c. If an employee serves on jury duty during days normally scheduled for work, the County will provide compensation for hours served on jury duty. Any earnings received for Jury Duty shall be turned over to the County when received by the employee, with the exception of mileage.
- d. An employee who is required to report for jury duty shall, upon completion of such duty or release from such duty, report for and work his or her remaining scheduled hours. Time spent on jury duty during regular work hours shall be considered as time worked.

2. Court Time.

- a. If an employee is called as a witness in a judicial proceeding for reasons connected with his or her County employment, such employee shall:
 - i. Receive leave with pay for such attendance if and to the extent it occurs during the employee's regularly scheduled working hours.
 - ii. Receive pay in accordance with the "Overtime" provisions of this Agreement for such court time if and to the extent it occurs during hours when the employee is not scheduled to work.
- b. It is the intent of this Section 2 that an employee does not receive more in the form of pay and witness fees than he would have received for working in the absence of such court time. Accordingly, to be eligible for court time pay pursuant to this Section, an employee shall submit to the County his or her witness fees.

ARTICLE XXIV
INSURANCE PROGRAMS

1. Benefits in Accordance with Policies:

All insurance benefits provided pursuant to this Agreement shall be subject to the terms and conditions of the applicable policy or policies; and if any such insurance provisions of this agreement are contrary to or inconsistent with the terms, provisions and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

2. Hospital/Medical Insurance:

Eligibility: Full-time employees and regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be eligible, in accordance with this Section, to participate in a group hospital/medical program provided through the County covering such employees and their eligible dependents, if dependent coverage is elected. For eligible employees, such coverage shall become effective on the first day of employment. Such employees may obtain the necessary applications from the Human Resources Department.

- a. Employees are eligible to participate in a county cafeteria plan and flexible spending account. Costs are prorated for eligible part time employees.
- b. The County Cafeteria Plan includes options for employees including a High Deductible Health Plan (HDHP) with an H.S.A. for health insurance; dental insurance (basic/enhanced plan); vision insurance (basic/enhanced plan) for vision insurance. All insurance benefits provided pursuant to this agreement shall be subject to the terms, provisions and conditions of the applicable insurance policy or policies.
- c. The County will fund the applicable deductible into the employee H.S.A. at 50%. Deductible contributions may be changed by the proposal set forth by the County Health Alliance.
- d. The parties agree to the following premium share: If the rate increases over 3%, employees would pay half of the increase over the 3% automatically (i.e. a 7% increase would result in employees paying a 2% coinsurance for health). This will be in addition to any premium share in effect from the previous year. Premiums may not exceed the illustrative rates.
- e. The parties agree to the creation of a “County Health Alliance” (CHA) comprised of non-union and Union members (one representative from each bargaining unit/group). The purpose of the CHA will be to maintain quality insurance and assist with controlling costs. Each year the CHA will meet with the Employer after health insurance rates are negotiated to discuss alternative benefits to reduce costs and avoid increases for both parties. Changes to benefits will be voted on by the CHA with a majority rule effect. After the decision by the CHA, the Employer can either accept and implement the recommendations, or continue with the plan that was in effect the previous year and waive the coinsurance increase triggered by a rate increase over 3%.

- f. Employees have life insurance even if they opt out of the County Health Plan.
- g. Dependent life insurance will be provided and paid by the employee, if elected.

3. Effective January 1, 2011: Auto Exclusion will not be applicable while the County maintains fully funded health insurance plans.

Auto Exclusion: The following provisions will be added to the Plan document and will apply to any automobile related claims incurred by a Michigan or non-Michigan resident. In the event that this provision conflicts or appears to conflict with any existing language pertaining to the payment of claims arising out of automobile accident, the terms of this amendment will rule:

MOTOR VEHICLE EXCLUSION-MICHIGAN RESIDENTS ONLY. BENEFITS ARE NOT PAYABLE UNDER THIS PLAN FOR INJURIES RECEIVED IN ANY ACCIDENT INVOLVING A MOTOR VEHICLE AS DEFINED IN THE PLAN. It is your responsibility to obtain proper Motor Vehicle insurance that will give you and your Family medical benefits. If you fail to maintain your Motor Vehicle insurance, you will not have any medical expense covered for auto-related injuries. This exclusion shall not apply to a Covered Person who is a Michigan resident involved in an accident outside the state of Michigan for which Michigan no-fault coverage is not legally available. However, this exclusion shall apply if a Covered Person is injured while in his or her own uninsured Motor Vehicle for which a Michigan no-fault policy is legally required and would have provided coverage, had such a policy been in effect.

4. Salary Wage Continuation Policy (Short Term Disability Plan):

The County will provide a salary wage continuation policy (short term disability) plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six percent (66%) of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

5. Long Term Disability Plan:

The County shall provide a long term disability insurance plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) consecutive months. Payment shall be according to the County's long term disability insurance policy.

6. Life Insurance:

The County shall provide Life Insurance in the sum of (1) one times the employee's annual base salary for hourly employees and one and one-half times (1.5x) the employee's annual base salary for salaried employees with AD&D effective the date of hire.

7. Insurance Carriers: The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator for such self-insurance programs; provided, however that the benefits provided remains basically comparable or better than such existing coverage. All insurance benefits provided shall be subject to the terms, provisions and conditions of the applicable insurance policy or policies.

8. Continuation/Termination of Insurance Coverage:

- a. The County's contributions toward the cost of the hospital/medical insurance and life insurance benefits provided for eligible employees pursuant to this agreement shall be subject to continuation and/or termination as follows:
 - i. Such contributions will be continued for the first one (1) year of an approved leave of absence due to disability compensable by Workers' Compensation.
 - ii. Such contributions will be continued so long as an employee is on an approved and fully paid leave of absence.
 - iii. Such contributions will be continued during the first twelve (12) weeks (480 hours) (or twenty six (26) weeks (1040 hours) in certain FMLA circumstances) of an approved but unpaid medical leave for the employee's own serious health condition, leave for newborn or newly placed child and unpaid leave for the care of a family member as if the employee had continued to work. If the employee is currently required to pay a portion of the cost of the health plan coverage, he/she must continue to make this payment.
 - iv. Such contributions will be continued during the first thirty (30) calendar days of an approved but unpaid personal leave. Not applicable with personal leave of absence adjoining an employee's Family Medical Leave Act.
 - v. Such contributions shall be continued for the first thirty (30) calendar days of any layoff.
 - vi. Such contributions shall only be continued for the periods prescribed above to the extent allowed by the applicable policy or policies of insurance; and such contributions shall not be continued beyond the periods prescribed above.
 - vii. Such contributions shall be discontinued immediately upon termination of the employee's employment.
 - viii. Such contributions will be continued during leaves for a newborn or a newly placed child and leaves for the care of a family member but only for an aggregate maximum of twelve (12) weeks (480 hours) in a twelve (12) month period for both forms of leave combined.
 - ix. Continuation of Insurance for a deceased member will end the last day of the month following the employee's death.
 - a. If an employee wishes to continue coverage for any period with respect to which the County's obligation does not exist or apply, the employee shall have the sole responsibility for making all arrangements and payments necessary for the continuance of such coverage at his own expense; provided, however, that an employee having an approved leave of absence or on layoff may make arrangements with the Human Resources Director or designee for continuation of the employee's insurance coverage (at his own expense) if:
- x. the employee requests such continuation in writing to the Human Resources Director or designee thirty (30) or more days in advance of the date when the employee's payment would be due; and

- xi. the employee makes the required premium payment to the Human Resources Department thirty (30) or more days in advance of the payment's due date; and
- xii. the insurance carrier and policy allow such continuation.

9. Supplemental Insurance. Effective 1/1/18, the Employer will not consider non-County supplemental insurance for following plans-Worker's Compensation supplement, Hospital/Surgical rider (with \$500/\$500 limits), Cancer Plan, and Critical Care plans (heart attack and stroke), which are paid for by the employee, as an "offset" as identified in County Policies. The Employer and Union would not be responsible for any dispute involving employee paid supplemental plans.

ARTICLE XXV **RETIREMENT PLAN**

1. Hourly Employees:

Employees hired before January 1, 2012, the retirement plan is the MERS B-3, with the Section F-55 waiver with employees paying one point nine-nine percent (1.99%).

All new employees hired on or after January 1, 2012, will participate in the defined contribution retirement plan through MERS and will provide an employee mandatory contribution of 3.00%. The employer will provide a mandatory contribution of 3.00%, and an employer match of employee voluntary contributions on a dollar for dollar basis up to a maximum employer match of 3.00%.

Effective January 1, 2024: All new employees and current employees on the defined contribution plan through MERS will have a mandatory employee contribution of 6.00% and the mandatory Employer contribution shall be 8.00%.

2. Salaried employees:

Employees hired before January 1, 2012: The Mental Health Unclassified MERS pension plan multiplier will be increase to the B-4 Plan, with E-2 Benefit with employees paying two and eighty-one hundredths percent (2.81%) of their salaries toward the change. The total employee contribution toward the pension benefit is four and eighty-one one hundredths percent (4.81%) of annual MERS reportable wages.

Effective 2/1/2004: The MERS pension plan multiplier will be increased to the B-4 Plan, with E-2 Benefit with employees paying two and eighty-one hundredths percent (2.81%) of their salaries toward the change. The total employee contribution toward the pension benefit is four and eighty-one one hundredths percent (4.81%) of annual MERS reportable wages.

Effective 01/01/2012: All new employees hired on or after January 1, 2012, will participate in the defined contribution retirement plan through MERS and will provide an employee mandatory contribution of 3.00%. The employer will provide a mandatory contribution of 3.00%, and an

employer match of employee voluntary contributions on a dollar for dollar basis up to a maximum employer match of 3.00%.

Effective 01/01/2024: All new employees and current employees on the defined contribution plan through MERS will have a mandatory employee contribution of 6.00% and the mandatory Employer contribution shall be 8.00%.

ARTICLE XXVI
DEFERRED COMPENSATION

1. Hourly Employees:

The Employer will provide a twenty percent (20%) match on employee contributions into the County's deferred compensation plans up to a one thousand dollars (\$1,000) maximum annual Employer contribution.

2. Salaried employees:

The Employer will provide a twenty-five percent (25%) match on employee contributions into County's deferred compensation plan up to the IRS limit.

The County shall provide, through payroll deduction, the change in terms and conditions of the plan to allow all final payoffs upon retirement to be placed in the plan, subject to IRS guidelines for maximum annual contribution. There will be no Employer match on these final contributions.

ARTICLE XXVII
VACANCIES AND PROMOTIONS

1. Vacancies and New Positions.

- a. When a job vacancy occurs or a new position is created, the position will be posted by the County on the Ottawa County website. Said job posting shall be for a minimum of five (5) working days.
- b. Employees who are interested in the posted position, and who have the minimum qualifications and ability, may apply for the position to the Human Resources Department within the posting period.
- c. Placement or advancement shall be based upon such factors as demonstrated ability, dependability, experience, education and/or training, length of service and such other factors or qualifications as may be pertinent to the particular job vacancy or new position to be filled. The final decision shall rest with the County, after consultation with the Department Head.

- d. The County may fill a vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis.
- e. Step Placement Following Promotion. Step placement following promotion will be determined by the department head and must be approved by the Human Resources Director, with a maximum increase not to exceed 15%.

For purposes of this paragraph, the term “pay raise” shall represent an increase in the employee’s base salary in his/her new position, as compared with what the employee’s base salary would have been in the old position, when projected over the twelve (12) month period following the promotion.

- f. An employee who bids on and receives a job change as provided herein, shall not be eligible to bid on another job posting for a period of six (6) months following the job change, unless such re-bidding is approved by the County.

1. Temporary Work in Higher Classification:

Employees who are officially assigned, by department head or designee and with approval of the Human Resources Director or designee, to temporarily fill a vacancy and perform all assigned duties, created by another employee being on a personal or medical leave of absence greater than fourteen (14) days, in a higher paying classification shall be paid at the lowest step of the higher paying classification which affords the employee a minimum five percent (5%) increase for the duration of the leave of absence. Such assignments shall not exceed six (6) months, except upon mutual agreement to extend between the County and employee. Following such temporary assignment, the employee shall be returned to his or her former classification and rate of pay (with credit for the time spent in the higher classification).

ARTICLE XXVIII
LAYOFF AND RECALL

1. Definitions:

For the purposes of this article, the term “program” shall mean MI Adult, I/DD, Family Services, SUD, Access, Compliance, Contract & Training IT, and Integrated Care/Community Development, each of which will be considered separate programs. The term “Classification” shall mean a specific position title as set forth in the salary schedule. The term “positions” shall mean the specific job being performed by an employee in a specific classification and in a specific program.

2. Layoff:

Layoff shall mean the separation of an employee from the active workforce due to a reduction in the work force by the County for any reason determined by the County.

When the size of the work force is to be reduced through a layoff of employees by the County, the following procedure will be utilized:

- a. The County shall determine the programs and classifications to be affected, including the number of positions in each program and classification to be eliminated or reduced.

The County shall give to the Union fourteen (14) days prior notice of layoffs.

- b. Upon determination of the programs and classifications to be affected, and the number of positions within each such classification and programs to be eliminated or reduced, the County shall implement such layoffs as follows:
 - i. Non-benefitted, seasonal, or probationary employees in the program and classification affected shall be laid off first, provided that the remaining employees in the classification and program have the necessary training, experience and qualifications, as determined by the County, to perform the required work.
 - ii. Additional layoffs within the program and classification affected shall be administered in the inverse order of the employees' classification length of service (i.e. employees with the least classification length of service in the program and classification affected shall be laid off first), provided that all remaining employees in the classification and program have the necessary training, experience and qualifications, as determined by the County, to perform the required work.

3. Bumping Upon Layoff:

Bumping of one employee by another employee, in connection with layoffs pursuant to this Section, shall only be permitted subject to and in accordance with the following terms and conditions:

- a. There shall be no bumping between program, regardless of classification and/or length of service.
- b. Bumping between classifications within a program shall be permitted, subject to the following terms and conditions:
 - i. A laid off employee may only bump, if at all, into an equal or lower paid classification within the same program. The employee bumping into a lower paying classification within the same program shall be placed on the nearest wage step (based on their current wage) of their new classification; and
 - ii. An employee may only bump into a related classification, e.g. office/clerkal to office/clerkal, or professional to professional, etc.; and

- iii. An employee may bump into a related classification only if he has all the necessary training, experience and qualifications, as determined by the County, to perform the work of the new classification; and
 - iv. An employee may not bump an employee having equal or greater program length of service, regardless of classification.
- c. Employees having and exercising bumping privileges pursuant to this Section shall continue to accrue length of service in their regular classification, and not in the classification into which they have bumped, unless such transfer becomes permanent. When and if the transfer becomes permanent, the employee shall be credited with classification length of service in the new classification retroactive to the date of bumping (at such time the employee's accrued length of service in his former classification shall be reduced by the same amount).
- d. An employee who is eligible to exercise bumping privileges in accordance with the provisions of this Section may exercise such privileges, if at all, only if he does so in writing within 24 hours of being notified of a layoff.

4. Recall:

- a. Employees who are laid off from a classification and program, as provided in Section 2 above, shall have recall rights (in the inverse order of their layoff) as vacancies occur or positions are reinstated in the classification and program from which they were laid off, provided such employees still have the necessary qualifications to perform the required work. Employees having exercised bumping privileges, as provided in Section 3 above, shall similarly be eligible for recall to their former classification at such time as vacancies occur or positions are reinstated in their former classifications, provided such employees still have the necessary experience, training and qualifications, as determined by the County, to perform the required work. The employment relationship shall end when the period of time is equal to his/her length of service within the union or one (1) year, whichever is less.
- If recalled, employees who are eligible for county insurance at the time of layoff, their eligibility for insurance would be effective immediately upon reinstatement.
- If recalled, the employee shall participate in the mandatory retirement plan they participated in at the time of layoff.
- b. Notices of recall shall be sent by registered or certified mail to the recalled employee's last known address, according to the records of the County, and shall allow a minimum of fourteen (14) calendar days between the date of mailing and the date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date, or who has indicated that he no longer desires to be employed by the County, shall lose all further recall rights.
- c. All leave credits shall be paid out at the time of layoff.

ARTICLE XXIX
SPECIAL MEETINGS

The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings. Union members in attendance shall be paid for the time spent in the meeting. There will not be more than one (1) Special Meeting per calendar month, unless mutually agreed upon by both parties.

ARTICLE XXX
HEALTH AND SAFETY

1. The Employer shall make every reasonable effort to provide a safe and healthy place of employment free from recognizable hazards and contagious diseases. When conditions have been demonstrated to be either unsafe or unhealthy, the Employer shall without undue delay take action to provide a safe and healthy place of employment.

2. First Aid Equipment.

It is the expressed policy of the Employer and the Union to cooperate in an effort to resolve health and safety problems. First aid equipment shall be provided.

3. Tools and Equipment.

The Employer agrees to furnish and maintain in safe working condition; all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Where Personal Protective Equipment (PPE) is provided, the Employer will abide by the applicable recommendations of the Michigan Department of Health and Human Services, the Centers for Disease Control, and/or MIOSHA standards.

4. Protective Clothing.

The Employer will furnish protective clothing and equipment needed in accordance with applicable standards established by the State and County.

5. Confidentiality of Records.

To ensure strict confidentiality, only authorized representatives of the Employer, or authorized Union representatives with the employee's written permission, shall possess or have access to any employee medical records, including records prepared by a private physician, rehabilitation facility, or other resource for professional assistance.

6. Buildings.

The Employer will provide and maintain all County-owned buildings, facilities, and equipment. Where facilities are leased by the Employer, the Employer shall make every reasonable effort to assure that such facilities comply with the order(s) of the Michigan Departments of Licensing.

7. Contagious Diseases and Conditions.

When a source of possible contagion in the workplace becomes known the County will notify the Union Chapter Chair.

The parties agree that the Employer and employees shall abide by the recommendations of the local health department, Centers for Disease Control (CDC), and M.I.O.S.H.A., referencing contagious diseases, and that they shall consider recommendations by the local health department, Michigan Department of Health and Human Services, the U.S. Department of Health and Human Services and the U.S. Department of Labor. The parties agree that the issue of recommendations by the U.S. Department of Health and Human Services may be discussed in a Special Meeting upon the request of either party.

The Employer will establish and/or continue a contaminated waste disposal system in accordance with CDC and State and County guidelines.

In accordance with CDC guidelines, protective garments such as gloves, gowns, aprons, masks, etc. shall be readily accessible to an employee who deals with residents whose behavior or actions indicate a need for a protective barrier.

8. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination, medical test, including X-rays or inoculations, by a licensed physician selected by the Employer, the Employer will pay the entire cost of such services not covered by the current health insurance programs, provided that the employee uses the services provided and approved by the Employer. Medical information needed for FMLA Certification and updates, short-term disability determinations and updates, ADA accommodation requests, or doctor's notes required for excessive use of sick time, shall not be subject to the requirements of this Article and shall not be paid or reimbursed by the employer.

When the Employer requires tests for tuberculosis, the Employer shall pay for such tests. Such tests may be provided on site by the Employer. If not provided on site, the employee may be allowed up to one-half (½) hour for the administration of the test. The employee may also be allowed up to one-half (½) hour for the reading of the test if it is not read on site. If the test or reading is scheduled during the employee's non-working hours, the employee may utilize up to one-half (½) hour equivalent time off from a working shift for the administration of the test. The employee may also be allowed up to one-half (½) hour equivalent time off for the reading of the test if it is not read on site. This Section is not intended to change current practices of on-site TB testing.

When the Employer conducts testing at the work location and the test results are not otherwise made available to the employee, the Employer will provide test results as received by the Employer to the employee upon request.

9. Safety and Health Inspection.

When M.I.O.S.H.A. conducts a safety health inspection of a CMH county facility, a local Union official will be notified by the Employer and be released with pay from work to accompany the inspector. The Union shall receive a complete copy of any and all reports provided to the Employer resulting from an inspection by the Department of Licensing and Regulatory Affairs.

ARTICLE XXXI
NON-DISCRIMINATION

The EMPLOYER, either in hiring, promoting, advancing or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, genetic information, or disability as defined by law, membership in or activity on behalf of the UNION. The UNION agrees to admit all bargaining unit employees to their membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, genetic information, or disability as defined by law, or any other protected class status as recognized by state or federal law. Pronouns as used in Agreement shall refer to both genders.

ARTICLE XXXII
PERSONNEL FILES

The Employer shall maintain an official personnel file for each employee. An employee shall have the right, upon request, to review the contents of his personnel file. Upon request, the Human Resources Department should set up an appointment with the employee to view the folder within five (5) business days. The file shall be reviewed in the presence of the Human Resources Department representative responsible for the safekeeping of the file.

ARTICLE XXXIII
USE OF COUNTY FACILITIES

1. Use of Facilities:

The Union may use CMH meeting rooms available outside normal business hours for Bargaining Unit meetings, with the prior consent of the CMH Director and/or Deputy Director.

2. Use of Bulletin Board:

The employer shall provide a Union bulletin board. The Union shall have the right to use designated bulletin boards to announce local, regional, national or state meetings and to otherwise inform its members of matters of interest. Union bulletin boards shall not contain

anything of political or defamatory nature. Notices shall be submitted in advance to the County Administrator and the Union shall be responsible for policing its own notices and keeping the posting current.

ARTICLE XXXIV
LONGEVITY

1. Hourly employees:

If hired on or before April 27, 2004, all hourly employees who have performed continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

Longevity for Hourly Employees	
Years of Completed Continuous Service with the Employer as of October 1 of each year	Amount of Payment
5 years	\$250
For each year after 5 years up to thirty (30) years total	Additional \$50 to a maximum of \$1,500

Longevity payments shall be made annually, in lump sum amount, not later than November 15 of each year. Part-time employees and employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro rata longevity payment based on the ratio of their paid time in relation to full-time equivalents. Employees who retire prior to October 1 shall receive a pro-rata longevity payment.

Employees hired after April 27, 2004, will not be eligible for longevity pay. Existing County employees who are promoted or transferred into this group after January 1, 2006, will be eligible for Longevity Pay only if they were previously eligible to receive it.

2. Salaried employees:

All salaried employees who have performed continuous service with the County for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

Longevity for Salaried Employees	
Years of Completed Continuous Service with the Employer as of October 1 of each year	Amount of Payment
5 years	\$500
For each year after 5 years	Additional \$100 to a maximum of \$3,000

Longevity payments shall be made annually, in lump sum amount, not later than November 15 of each year. Part-time employees and employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro rata

longevity payment based on the ratio of their paid time in relation to full-time equivalents. Employees who retire prior to October 1, shall receive a pro-rata longevity payment.

ARTICLE XXXV
MISCELLANEOUS PROVISIONS

1. Mileage. Employees who are required by the County to use their personal vehicle in the conduct of County business, shall be reimbursed in accordance with the County's prevailing mileage reimbursement rate. Employees shall comply with such mileage reimbursement procedures as the County may require.

(a) Mileage Reimbursement Rate. The prevailing mileage rate of the County shall be the effective rate of the IRS (Internal Revenue Service).

ARTICLE XXXVI
DURATION

This agreement shall remain in full force and effect through December 31, 2025, and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event, notification of such must be given to the other party in writing ninety (90) days prior to the expiration date of this Agreement, or any anniversary date thereof.

IN WITNESS WHEREOF, the parties hereto have, through their authorized representatives, executed this Agreement.

For the COUNTY

Joe Moss
Joe Moss (Jul 30, 2024 14:02 EDT)

Joe Moss, Chairperson
County Commissioner



Justin F. Roebuck
County Clerk

For the UNION

Tammy Porter

Tammy Porter,
AFSCME Staff Representative

Clark Cunningham-White
Clark Cunningham-White (Jul 19, 2024 14:29 EDT)

Clark Cunningham-White
Union

Jamie Fenstermaker
Jamie Fenstermaker (Jul 24, 2024 12:03 EDT)

Jamie Fenstermaker
Union

Cynthia Vazquez
Cynthia Vazquez (Jul 19, 2024 14:24 EDT)

Cynthia Vazquez
Union

Deanna Allen
Deanna Allen (Jul 19, 2024 15:31 EDT)

Deanna Allen
Union

Leah Magnuson
Leah Magnuson (Jul 22, 2024 08:04 EDT)

Leah Magnuson
Union

APPENDIX A

AFSCME CMH CLASSIFICATION SCHEDULE

JOB CLASS	CLASSIFICATION	PAY GRADE	FLSA STATUS AS DETERMINED BY THE EMPLOYER
2276	Justice Program Clerk	2	Non-Exempt / Hourly
5053	Mental Health Aide	2	Non-Exempt / Hourly
5555	Peer Support	2	Non-Exempt / Hourly
5556	Peer Specialist	2	Non-Exempt / Hourly
5558	Recovery Coach- Jail	2	Non-Exempt / Hourly
6701	Mental Health Clerk	2	Non-Exempt / Hourly
6807	QI Clerk	2	Non-Exempt / Hourly
6018	Access Center Tech	3	Non-Exempt / Hourly
6211/6212	Community Health Worker	3	Non-Exempt / Hourly
6702	Clerk- Autism Services	3	Non-Exempt / Hourly
5557	Recovery Coach- ACT/IDDT	5	Non-Exempt / Hourly
6662	Medical Assistant	5	Non-Exempt / Hourly
6115	Contract Serv Housing Assistant	6	Non-Exempt / Hourly
6223	Compliance Assistant	6	Non-Exempt / Hourly
2434	Senior Reach Care Mgr	7	Non-Exempt / Hourly
6146	EMR Systems Tech	7	Exempt / Salaried
6147	UM/Elec Data Interchange Tech	7	Exempt / Salaried
6224	Support Coordinator Aide	7	Non-Exempt / Hourly
2282	Mental Health Trainer	8	Non-Exempt / Hourly
2331	Prevention Specialist	8	Non-Exempt / Hourly
2332	MH Specialist	8	Non-Exempt / Hourly
6148	QI Data Tech	8	Exempt / Salaried
6225	Supports Coordinator	8	Non-Exempt / Hourly
2352	Program Evaluator	9	Non-Exempt / Hourly
2596	Health Educator	9	Non-Exempt / Hourly
2273	MH Clinician	10	Non-Exempt / Hourly
2275	SUD Clinician- Access	10	Non-Exempt / Hourly
2330	Assess Level Care Specialist	10	Non-Exempt / Hourly
2383	Contract Manager	10	Non-Exempt / Hourly
2384	Grant Writer/Manager	10	Non-Exempt / Hourly
2551	Occupational Therapist	10	Non-Exempt / Hourly
2732	MH Nurse	10	Non-Exempt / Hourly
2267	MH Prescriber	MHP	Exempt / Salaried

APPENDIX B

**SALARY SCHEDULE
Effective 1/1/2025: 4% increase**

Ottawa County Universal Wage Scale

Effective January 1, 2024

Start							
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$16.0071	\$16.8074	\$17.6044	\$18.4142	\$19.2129	\$20.0116	\$20.8092
	\$33,294.82	\$34,959.34	\$36,617.10	\$38,301.64	\$39,962.78	\$41,624.18	\$43,283.24
2	\$17.1275	\$17.9840	\$18.8417	\$19.7079	\$20.5628	\$21.4177	\$22.2726
	\$35,625.20	\$37,406.72	\$39,190.84	\$40,992.38	\$42,770.52	\$44,548.92	\$46,327.06
3	\$18.3356	\$19.2523	\$20.1804	\$21.0916	\$22.0139	\$22.9364	\$23.8317
	\$38,138.10	\$40,044.68	\$41,975.18	\$43,870.58	\$45,788.86	\$47,707.66	\$49,570.04
4	\$19.6180	\$20.5988	\$21.5752	\$22.5651	\$23.5438	\$24.5224	\$25.4999
	\$40,805.44	\$42,845.40	\$44,876.52	\$46,935.46	\$48,971.00	\$51,006.54	\$53,039.74
5	\$20.9912	\$22.0407	\$23.0826	\$24.1399	\$25.1861	\$26.2321	\$27.2849
	\$43,661.70	\$45,844.66	\$48,011.81	\$50,210.99	\$52,387.09	\$54,562.77	\$56,752.59
6	\$22.4606	\$23.5835	\$24.7137	\$25.8386	\$26.9634	\$28.0883	\$29.2019
	\$46,718.10	\$49,053.68	\$51,404.60	\$53,744.34	\$56,083.82	\$58,423.56	\$60,739.90
7	\$24.0387	\$25.2406	\$26.4459	\$27.6496	\$28.8532	\$30.0568	\$31.2460
	\$50,000.60	\$52,500.50	\$55,007.42	\$57,511.22	\$60,014.76	\$62,518.04	\$64,991.68
8	\$25.7148	\$27.0006	\$28.2795	\$29.5720	\$30.8555	\$32.1378	\$33.4331
	\$53,486.68	\$56,161.30	\$58,821.36	\$61,509.76	\$64,179.44	\$66,846.52	\$69,540.90
9	\$27.5708	\$28.9493	\$30.3380	\$31.7104	\$33.0940	\$34.4777	\$35.8386
	\$57,347.16	\$60,214.44	\$63,103.04	\$65,957.58	\$68,835.52	\$71,713.72	\$74,544.34
10	\$29.4944	\$30.9691	\$32.4415	\$33.9265	\$35.4000	\$36.8736	\$38.3473
	\$61,348.30	\$64,415.78	\$67,478.32	\$70,567.12	\$73,632.00	\$76,697.14	\$79,762.28
11	\$31.5590	\$33.1369	\$34.7137	\$36.2999	\$37.8748	\$39.4495	\$41.0316
	\$65,642.72	\$68,924.70	\$72,204.60	\$75,503.74	\$78,779.48	\$82,054.96	\$85,345.78
12	\$33.7681	\$35.4565	\$37.1436	\$38.8421	\$40.5294	\$42.2167	\$43.9039
	\$70,237.70	\$73,749.52	\$77,258.74	\$80,791.62	\$84,301.10	\$87,810.84	\$91,320.06
13	\$36.1319	\$37.9385	\$39.7533	\$41.5531	\$43.3641	\$45.1753	\$46.9772
	\$75,154.30	\$78,912.08	\$82,686.76	\$86,430.50	\$90,197.38	\$93,964.52	\$97,712.68
14	\$38.6612	\$40.5942	\$42.5318	\$44.4665	\$46.4013	\$48.3361	\$50.2597
	\$80,415.40	\$84,436.04	\$88,466.04	\$92,490.32	\$96,514.60	\$100,539.14	\$104,540.28
15	\$41.3731	\$43.4418	\$45.5127	\$47.5824	\$49.6523	\$51.7221	\$53.7779
	\$86,056.10	\$90,358.84	\$94,666.52	\$98,971.34	\$103,276.68	\$107,582.02	\$111,857.98
16	\$44.2692	\$46.4827	\$48.6961	\$50.9121	\$53.1282	\$55.3442	\$57.5489
	\$92,080.04	\$96,684.12	\$101,287.94	\$105,897.22	\$110,506.76	\$115,116.04	\$119,701.66
17	\$47.8108	\$50.2013	\$52.5994	\$54.9842	\$57.3801	\$59.7762	\$62.1529
	\$99,446.36	\$104,418.60	\$109,406.70	\$114,367.24	\$119,350.66	\$124,334.60	\$129,277.98
18	\$51.6357	\$54.2173	\$56.8065	\$59.3825	\$61.9696	\$64.5570	\$67.1250
	\$107,402.36	\$112,771.88	\$118,157.52	\$123,515.60	\$128,896.82	\$134,278.56	\$139,620.00
19	\$55.7603	\$58.5484	\$61.3398	\$64.1244	\$66.9192	\$69.7089	\$72.4874
	\$115,981.32	\$121,780.62	\$127,586.68	\$133,378.70	\$139,192.04	\$144,994.46	\$150,773.74

MHP	\$52.5386	\$55.1632	\$57.7880	\$60.4237	\$63.0485	\$65.6731	\$68.2979
	\$109,280.34	\$114,739.56	\$120,199.04	\$125,681.40	\$131,140.88	\$136,600.10	\$142,059.58