

Syndra

1985-1986 - First contract

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**HOWARD RELIEF SOCIETY
d/b/a HOWARD MENTAL HEALTH SERVICES**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO HOWARD MENTAL HEALTH CHAPTER OF LOCAL #1674**

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PREAMBLE

This Agreement is entered into by and between Howard Relief Society d/b/a Howard Mental Health Services (hereinafter referred to as the "Agency") and the American Federation of State, County and Municipal Employees, AFL-CIO Howard Mental Health Chapter of Local #1674 (hereinafter referred to as the "Union").

GENERAL PURPOSE

It is the general purpose of this Agreement to promote the mutual interests of and harmonious relationships between the Agency and its employees; to maintain high standards of mental health, mental retardation, and alcoholism treatment services to the community; to promote to the fullest extent possible the welfare of the people we serve; and to provide economy and efficiency of operation and procedures to avoid interruptions of the functions of the Agency. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

*this P
addresses
what we are to
do for it's but
not what
Agency is to do
for its
employees*

ARTICLE I
RECOGNITION

The Agency agrees and does recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to ^{*what's the difference*} rates of pay, wages, hours of employment and other terms and conditions of employment of all permanent full-time employees and permanent part-time employees as hereinafter defined in the appropriate unit certified by the NLRB in case no. 1-RC-18, 051, dated March 16, 1984.

An employee hired into a new position (in a new or existing facility) which requires work substantially ^{*similar*} identical to a position within the bargaining unit pursuant to the above paragraph shall be covered by this Agreement.

ARTICLE II
DEFINITIONS

2.1 Permanent Full-Time Employee - An employee employed in a classification covered by this Agreement who is scheduled to work at least thirty-seven and one-half (37.5) hours per week on a regular and continuous basis.

2.2 Permanent Part-Time Employee - An employee employed in a classification covered by this Agreement who is scheduled to work at least three (3) hours per week but less than thirty-seven and one half (37.5) hours per week on a regular and continuous basis. Unless otherwise specified, a permanent part-time employee shall receive no benefits unless working at least twenty (20) hours per week. For those employees working at least twenty (20) hours per week, benefits shall be pro-rated according to the following schedule:

20-29 hours: 50%

30-37 hours: 75%

2.3 Probationary Employee - An employee working on probationary status. The different types of probation and contract rights of each type are set forth below:

A. Initial Probation - A newly hired employee shall be on probation for a period of six (6) continuous months following the commencement of employment. *new from P.P.'s* [The initial probationary period

may be extended by the Agency for a period of up to two (2) additional months. The decision to extend the initial probationary period shall be non-grievable.] Permanent status will be granted after successful completion of the probation period.

+ PP said minimum of 2 mos. probation
B. Promotion or Transfer Probation - A continuing employee promoted or transferred within the Agency to a new or different position or from part-time to full-time status, shall be on probation for a period of two (2) months from the effective date of promotion or transfer.

If an employee does not make a successful adjustment to the newly held position, the Agency shall make reasonable efforts to place the employee in a vacant position at a pay grade equal to or less than that previously held prior to the promotion or transfer, provided that the employee is qualified to assume the vacant position. If no such vacancy is available, the employee shall be placed on the recall list.(8.5).

Nothing addressing Probation on Permanent Staff - Article 205. in P.P.'s
2.4 Temporary Contracted Employee - An employee hired for a special project not exceeding one (1) year's duration or to fill in for an employee on a leave of absence or vacation. A temporary contracted employee shall not be covered by this Agreement.

+ new to PP's
2.5 Seniority

A. That period computed from the date upon which the employee has most recently commenced employment with the Agency. Where

seniority is determinative, strict seniority shall be observed for employees with more than forty-two (42) months of seniority. Seniority shall be considered to be equal between employees with less than forty-two (42) months of seniority within the same seniority blocks delineated as follows:

- (1) Initial probation;
- (2) After initial probation through fifteen (15) months;
- (3) More than fifteen (15) months through twenty-four (24) months;
- (4) More than twenty-four (24) months through thirty-three (33) months;
- (5) More than thirty-three (33) months through forty-two (42) months.

B. An employee shall cease to have seniority, and his/her seniority shall cease to accrue and be deemed broken in the following circumstances:

- (1) Voluntary termination;
- (2) Discharge for just cause;
- (3) Expiration of recall rights.

C. Seniority shall continue to accrue during an unpaid leave of not more than three (3) months. Seniority shall cease to accrue but not be deemed broken during an unpaid leave of more than three (3) months.

2.6 **Vacancy** - An open position within the Union bargaining unit.

ARTICLE III
UNION RIGHTS

3.1 One representative of the Union shall be permitted to enter the Agency's premises at reasonable times during working hours for the purpose of investigating a previously filed grievance or dispute which has passed the oral informal step of the grievance procedure, provided, that such representative shall, upon reasonable notice prior to the visit, telephone the Personnel Director or his/her designee and arrange an appointment for such visit. Such representative shall not, during the course of such visit, engage in any activity outside the scope of this provision and shall conduct himself/herself so as not to cause any interference with the operations of the Agency.

3.2 The Agency shall allow the Union to post, within a reasonable amount of space (two 8 1/2" x 14" size spaces) at eye level of an Agency bulletin board or other designated area at each work site except MCHV, union informational materials which shall not include information concerning grievances, disciplinary actions, proposed or ongoing job actions or critical assessments of Agency actions or personnel.

3.3 Dues Deduction.

Upon receipt of appropriate written authorization from an employee, the Agency shall monthly deduct from such employee's

pay the employee's Union dues. Amounts so withheld shall be paid by the Agency to the Union within thirty (30) days of such withholding.

An employee may revoke his/her dues deduction authorization during the period January 1 through January 15 or July 1 through July 15.

! Need to include guidelines for info we expect to receive from Hmtt, i.e. monthly print out of which employees had dues deductions.

new

ARTICLE IV
MANAGEMENT RIGHTS

4.1 The Agency shall have the sole right to manage its operations. Management shall have all other rights and prerogatives subject only to express restrictions of such rights, if any, as provided in this Agreement. By way of illustration but not by way of limitation, the Agency retains the right to select, change or discontinue methods, programs, equipment, treatments and facilities; to direct the working force (including the right to hire, suspend, discharge for cause, discipline, assign or transfer); to relieve employees from duty because of lack of work or other legitimate cause; to establish reasonable rules governing employment and working conditions; and to determine the size of the work force and the number of employees assigned to any particular facility, program, equipment or hours of work. All matters relating to the nature and extent of programs, treatment and facilities are specifically reserved to the Agency and its Board of Trustees.

4.2 The Union and the Agency subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of Agency business. The Union, therefore, agrees that there shall be no strike, work stoppage, or other concerted refusal to work by employees, nor any instigation thereof during the life of this Agreement, as a consequence

of or in protest of any Agency action which is subject to challenge through binding arbitration under the provisions of this Agreement.

ARTICLE V
DISCIPLINE

5.1 A. An employee shall not be disciplined except for just cause.

B. Where appropriate, the Agency shall follow a policy of progressive discipline. (A denial of salary increment shall not be deemed more serious, in terms of progressive discipline, than a suspension.)

*? What does this mean?
they're equal*

5.2 Available forms of discipline include:

A. Oral reprimand - to constitute a formal oral reprimand as opposed to an evaluative comment, criticism or request for improvement, the giving of the reprimand must be noted in the employee's personnel file.

B. Written reprimand.

C. Suspension. *- in PP's more explicit, i.e. ... maybe up to 10 working days Article 206*

D. Denial of salary increment for up to three (3) months.

E. Discharge - Termination could result from unsatisfactory job performance, violation of Agency policy or acceptable standards of behavior, including but not limited to the following: *Bah!*

(1) Unethical and/or destructive behavior with present or past clients of the Agency, provided the employee knew or reasonably should have known that the individual is a present or past client of the Agency.

- (2) Falsification of client reports or other documents.
- (3) A breach of confidentiality.
- (4) Negligence during job performance which jeopardizes the welfare or safety of others.
- (5) Failure to report for work as scheduled with no notification given.
- (6) Theft.
- (7) Willful destruction of Agency property.
- (8) Conduct outside the realm of Agency employment which negatively affects job performance or which in the sole opinion of the Agency could negatively affect job performance.
- (9) Insubordination.
- (10) Failure or refusal to follow orders of a superior.
- (11) Use, possession or being under the influence of alcohol while on duty.
- (12) Use, possession or being under the influence of non-prescribed regulated drugs while on duty.

5.3 Any disciplinary action more serious than a written reprimand may only be imposed by the Executive Director or his/her designee.

→ This is not to prevent a supervisor from immediately relieving an employee from duty when in the sole opinion of the supervisor it is in the best interests of the Agency to do so.

5.4 A grievance challenging the imposition of an oral reprimand or written reprimand shall be grievable but not arbitrable.

5.5 An arbitrator ruling on a grievance challenging a suspension, denial of a salary increment, or a discharge shall be empowered to determine whether there was just cause for the imposition of discipline, but shall not be empowered to alter the discipline imposed.

5.6 Notwithstanding the above, an employee during the initial probationary period may be discharged without regard to just cause and such discharge shall be final.

*No Advance notice of Discharge - 30 dy. notice
209. PP's*

ARTICLE VI

MISCELLANEOUS

7 6.1 Employees shall be governed by the provisions of the Howard Mental Health Services Personnel Policies Manual as written, and as hereafter amended, except as such policies are expressly altered by the terms of this Agreement.

6.2 Performance Evaluation.

Each employee shall be evaluated at ~~at~~ least annually. The first evaluation will occur at or near the completion of the initial probationary period or at the end of the first six (6) months of employment. Subsequent evaluations will be on an annual basis. An employee may be evaluated on a more frequent basis when deemed appropriate by the employee's immediate supervisor or as determined by the director of the service unit. A formal evaluation shall be in writing and shall be reviewed with the employee. After such review, the evaluation shall be signed by the employee, which signature shall indicate only that the employee has read and/or reviewed the evaluation with his/her immediate supervisor. An employee shall have the right to respond in writing to his/her evaluation and to have the response attached to the evaluation in his/her personnel file. An employee shall receive a copy of the evaluation report for his/her own records. The original evaluation report shall be maintained in the employee's personnel file.

6.3 An employee who is absent from work without explanation to his/her appropriate supervisor, for a period of three (3) work days, shall be deemed to have resigned from Agency employment effective as of the last day actually worked.

6.4 Unless permission is granted by the Executive Director or his designee, an employee shall provide at least thirty (30) calendar days written advance notice of resignation. Written notice of resignation shall be provided to the immediate supervisor with a copy to the Personnel Director.

6.5 Employees may pursue outside employment only when the following conditions are met:

+ new
A. The outside employment does not provide similar services to those offered by the Agency within the Agency's catchment area.

B. Private practice must be approved in writing by the Executive Director or his/her designee and such approval must be on file in the employee's personnel file.

better wording than PP
(C.) An employee's outside work schedule must be compatible with the employee's Agency time obligations.

new
[Agency decisions concerning permissible outside employment shall be final.

+ new

6.6 Non-discrimination.

Neither the Agency nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, sex, age, sexual preference, marital status or physical disability. A claim that there has been a violation of this provision shall be grievable but not arbitrable. A claim that there has been a violation of any of the protections of this provision except those involving sexual preference and/or marital status may, after being unsuccessfully grieved, be the subject of a court suit. *Presently not federal law.*

PP 112

6.7 Personnel Records.

A. Personnel files maintained by the Agency are the property of the Agency. Personnel files are confidential. Only the Executive Director or his/her *acting director in his absence* designee has immediate access to the records.

The Agency will make a good faith effort to accommodate a reasonable request presented by an employee to the Executive Director or his/her designee to review the contents of the employee's personnel records. A copy of an employee's personnel file contents will be provided upon request to the employee at the employee's expense. Under no circumstances will materials or copies thereof contained in an employee's personnel file be removed or forwarded to any person or organization outside Howard Mental Health Services without the express written permission of both the Executive Director or his/her designee and the employee in question.

Added from 2 yrs. from PP's #114

B. After three (3) years of "incident free" job performance, the written document evidencing the imposition of disciplinary action will be removed from an employee's personnel file. This provision does not apply to evaluation documents.

+ new

6.8 Job Sharing.

The Agency will consider specific employee requests for job sharing arrangements. Any such requests must include the delineation of job responsibilities, hours of work, and desired duration of the job sharing arrangement. The Agency will present its response to any such requests in writing. Agency decisions as to such requests will be non-grievable. The employee with the least seniority will be laid off when the agreement ends, in accordance with the layoff procedure.

6.9 Mileage Reimbursement.

6.9 Mileage Reimbursement:

Mileage reimbursement for the use of a personal vehicle on authorized Agency business will be made at a rate of twenty cents (\$.20) per mile. This rate will be reviewed annually and adjusted if necessary.

New

6.10 Labor/Management Committee.

In order to provide a means for continuing communication between the parties and for promoting a climate of constructive employee relations, a Labor/Management Committee shall be established which shall consist of up to four (4) representatives designated

by the Union and up to four (4) representatives designated by the Agency.

The Committee shall meet at least monthly unless the Committee votes to meet less frequently. Such meetings shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern.

2 The chairperson of the Committee will be one of the four Agency representatives.

new 6.11 In-Service Committee.

A committee of up to seven (7) members, including four (4) members appointed by the Agency, shall be empowered to, within the Agency-established budget, make decisions on in-house in-service training programs. The Union shall annually suggest the names of bargaining unit members to the Agency to be named to the Committee. The Agency shall be free to approve or reject such individuals on the basis of work schedules and/or other appropriate considerations. Up to three (3) of the bargaining unit members shall be named to the Committee.

The chairperson of the Committee, who shall have full voting powers, shall be named by the Agency.

ARTICLE VII

VACANCIES

PP106
→
7.1 When a new employee is hired, the Agency shall notify the Union within ten (10) week days of the new employee's job classification, salary and any other specifications of employment.

how about sent to all job sites
7.2 All vacancies shall be posted on the Agency bulletin boards at the Flynn Avenue and King Street job sites for a minimum of seven (7) calendar days and shall be sent via in-Agency channels to the chapter chairperson. Current employees shall have seven (7) calendar days from the date of initial posting to express an interest in transfer or promotion to a vacant position. Such expression of interest shall be in writing and delivered to the Personnel Director or his/her designee.

7.3 Appointment to and acceptance of a position shall be in writing by the Agency and the employee on a form as set forth in Appendix A. The written form shall in all respects be consistent with the provisions of this Agreement.

new
7.4 When deemed appropriate by the Agency in its sole discretion, one or more permanent employees within the affected program shall, upon request of the relevant supervisor, be entitled to provide input into the process of determination of the best candidate to fill a vacancy. Such input could range from a

review of applicants' resumes, to discussions with the supervisor concerning relative necessary applicant qualifications, to actual participation in the applicant interview process.

7.5 When the qualifications of an employee applying to fill a vacancy and the qualifications of an outside applicant for such vacancy are equal, preference shall be given to the current employee.

7.6 Vacancies which are to be filled by temporary contracted employees as well as those filled pursuant to 8.4 or 8.5B shall not be subject to the posting procedures of this Agreement.

wording is awkward
what means
7.7 [An Agency decision filling a vacancy with an individual employed by the Agency at the time the vacancy is filled, shall be final.] A grievance alleging a violation of any of the provisions of this article and/or an Agency decision that an applicant lacks requisite qualifications shall be subject to the grievance procedures of this Agreement but shall be non-arbitrable.

Written better than PP 210

ARTICLE VIII
STAFF REDUCTION

8.1 Staff reductions may be authorized by the Board of Trustees when appropriate, including but not limited to the following situations: (1) financial necessity, (2) efficiency of operation, and (3) program reduction. The determination to effect a staff reduction shall be final.

8.2 An employee to be laid off shall be given at least thirty (30) calendar days written notice of layoff.

8.3 Within a job classification (title) affected by a staff reduction, determination of the employee or employees to be laid off shall be in the reverse order of seniority. Between employees with equal seniority, the Executive Director, whose decision shall be final, shall determine the employee to be laid off.

8.4 If there is a vacancy in a job classification in a pay grade equal to or one pay grade less than that from which an employee is to be laid off, and the employee scheduled for layoff has the requisite qualifications, in the eyes of the Executive Director, to fill such vacancy, rather than being laid off, the employee shall be offered the vacancy. If the position offered is refused, the employee shall be laid off.

new?

8.5 Recall

A. A laid off employee shall be placed on a recall list for a period of one (1) year if the employee had less than three (3) years of seniority at the time of layoff and for two (2) years if the employee had more than three (3) years of seniority at the time of layoff.

B. Recall shall be automatic in reverse order of layoff to a vacancy which, without regard to the hours of assignment, is identical to that held by the employee at the time of layoff, i.e. same responsibilities at same job site.

C. If there is no employee entitled to a vacancy pursuant to Section 8.5B hereof, the Agency shall post the vacancy for internal transfer and/or promotion requests in accordance with the posting procedures of 7.2 hereof.

D. Unless a vacancy is filled pursuant to 8.5B or C, an employee on the recall list, in the reverse order of layoff, shall be offered a vacancy within the same pay grade as that held at the time of layoff or one (1) pay grade lower, provided in the eyes of the Executive Director or his/her designee, the employee has the requisite qualifications to fill the vacancy.

E. An employee who refuses a job offered pursuant to 8.5B, which job entails approximately the same hours as that held at the time of layoff, shall be removed from the recall list.

F. It is understood that the Agency may not fill a vacancy

with an outside applicant if there is an employee with recall rights to such position who has not declined the position.

8.6 An employee on the recall list must maintain his/her current address on record with the Personnel Director. Notice of recall shall be by certified mail. Failure to accept an offered position within five (5) calendar days of receipt of the offer, shall be deemed a refusal to accept the offered position. An employee on the recall list who has accepted recall to a vacancy must return to work no later than two (2) weeks subsequent to acceptance of the recall unless such period has been extended by the Personnel Director or his/her designee, whose decision shall be final.

8.7 An employee who has completed initial probation and who is on the recall list shall continue to accrue seniority during the period that the employee is on the recall list.

ARTICLE IX
GRIEVANCE PROCEDURE

9.1 A. A "grievance" shall mean a claim by the Union or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

→ B. The Union may file a grievance only when a provision of this Agreement granting the Union a specific right has been violated.

9.2 A. In order to be valid, a grievance must be filed and processed within the time limits set forth herein.

B. A grievance must be set forth in writing describing the alleged violation, misinterpretation or misapplication of this Agreement. The specific sections violated must be cited and the relief or remedy requested must be specified.

C. A grievance shall first be discussed orally and informally with the employee's immediate supervisor. Failure to resolve a grievance at this oral, informal stage may result in the grievance being processed according to the procedures set forth in the subsequent sections of this Article.

9.3 Step 1: Except as specifically provided otherwise, a grievance must be filed with the appropriate unit supervisor within fifteen (15) calendar days after the employee knew, or in the exercise of reasonable diligence should have known of the events giving

*increased
from 10 d/5.*

234 PP

was shall in PP

rise to the grievance. The unit supervisor may arrange a meeting with the grievant within seven (7) calendar days after the grievance has been filed. After determining the relevant facts, the supervisor shall issue his/her written decision within seven (7) calendar days following the conference.

increased from 2 dys.

7 ed from 2 dys.

Step 2: In the event the grievance is not resolved at Step 1, the grievant may within seven (7) calendar days of receipt of the Step 1 answer, appeal the grievance in writing to the Personnel Director. The Personnel Director shall investigate the relevant facts and shall conduct a conference with the grievant. The Personnel Director shall issue his written decision within ten (10) calendar days of the Step 2 filing.

7 ed from 3

Step 3: In the event the grievance is not resolved at Step 2, the grievant may within seven (7) calendar days of receipt of the Step 2 decision, appeal the grievance in writing to the Executive Director. The Executive Director shall investigate the relevant facts and may conduct a conference with the grievant. The Executive Director shall issue his written decision within fourteen (14) calendar days of the Step 3 filing.

7 ed 5

7 ed 10

Step 4: In the event the grievance is not resolved at Step 3, the grievant may appeal in writing to the Personnel Committee of the Board by filing such appeal with the Personnel Committee within seven (7) calendar days after receipt of the Step 3 decision.

7 ed 3

The Personnel Committee shall investigate the relevant facts and shall conduct a conference with the grievant. The Board shall issue its written decision within twenty-one (21) calendar days of the Step 4 filing.

new 9.4 Arbitration

What is arbitrable?

A. In the event that an arbitrable grievance is not resolved at Step 4, the grievant, with the approval of the Union, may file for arbitration by giving written notice of such intention to the Executive Director or his/her designee within fifteen (15) calendar days after receipt of the Step 4 decision. The Personnel Director or his/her designee and the Union shall have seven (7) calendar days during which to attempt to agree upon the services of an arbitrator. In the event that there is no such agreement, the Union within seven (7) calendar days may file for arbitration to the Federal Mediation & Conciliation Service.

B. The arbitrator shall have no power to alter the terms of this Agreement.

C. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the FM&CS, if any, will be divided equally between the parties. Should either party request a transcript of the proceedings, such party will bear the full cost of the transcript.

9.5 A Union grievance as well as a grievance alleging that disciplinary action has been imposed without just cause shall be initiated at Step 2.

9.6 A grievant shall be entitled to Union representation at each step of the grievance procedure. A grievant may forego such Union representation at Steps 1 through 4 provided that any settlement reached does not conflict with the provisions of this Agreement.

9.7 There shall be no retribution against any employee who makes good faith use of this grievance procedure.

9.8 Failure at any step of the grievance procedure to communicate the written decision within the specified time limits shall be deemed a denial of the grievance on the last date for the timely issuance of the written decision. The grievant may then proceed to the next step.

9.9 Failure at any step of the grievance procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the last decision rendered.

9.10 The time limits specified for the processing of a grievance may be extended by mutual written agreement.

9.11 All written communications shall be served personally or by United States certified mail. All written communications to the Union shall be sent to the Chapter Chairperson. ← ?

9.12 A grievance shall be treated as confidential (i.e. kept within the Union and the Agency), by the Agency, the Union and the grievant until a final decision has been rendered or a settlement reached.

9.13 Neither the Union nor a grievant may raise any arguments or issues or facts beyond Step 2 which have not been raised at Step 2, provided, such arguments, issues or facts were known or should have been known at the time of the Step 2 hearing.

9.14 In no case may the relief or remedy granted have a retroactive financial impact earlier than the later of fifteen (15) calendar days preceding the date of the initial filing of the grievance or the date of the grievable incident.

9.15 The parties to this Agreement, as well as the grievant, will cooperate in the investigation of any grievance and will provide to the other such information reasonably available to it as is reasonably requested for the processing of a grievance.

9.16 An employee reasonably required in good faith to be present at a grievance meeting or arbitration hearing during regular

working hours shall not suffer any loss of pay for absence from work.

why? 9.17 A grievable dispute under any provision of this Agreement involving the existence or non-existence of requisite qualifications for a position and/or involving a comparison of the qualifications of two or more individuals shall be non-arbitrable.

new

ARTICLE X

RIGHT OF ENFORCEMENT

The parties agree that the maintenance of a peaceable and constructive relationship between them and between the employees requires the establishment and cooperative use of the machinery provided for in this Agreement for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would, either as such individuals or groups, seek to interpret or enforce this Agreement on their own initiative or responsibility. It is, therefore, agreed that, except for the right of an employee to internally file and process a grievance, this Agreement shall not vest or create in any employee or group of employees covered thereby any rights or remedies which they or any of them can enforce either at law, equity or otherwise, it being understood and agreed, on the contrary that all of the rights and privileges created or implied from this Agreement shall be enforceable only by the parties hereto (to wit: the Union and the Agency) and only in the manner established by this Agreement.

new

ARTICLE XI

COLLECTIVE BARGAINING ISSUES COVERED BY CONTRACT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and that the contract shall not be subject to reopening for any issue whatsoever during the term of the contract. Further, the Agency and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

new

ARTICLE XII

SEPARABILITY

In the event that any provisions of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or by any legislative enactment, neither such decision nor legislative enactment shall invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect.

In the event of any such declaration of invalidity, the Agency and the Union will meet within thirty (30) days to negotiate concerning any provision declared invalid.

ARTICLES XIII

WAGES

13.1 The salary ranges for job classifications shall be as set forth in Appendix B.

new?
+

13.2 **Working Out of Classification.**

An employee who performs a job in a pay grade higher than his/her own for a consecutive period of at least two (2) weeks, shall be paid at the higher applicable pay rate for all consecutive time worked at such higher pay grade retroactive to the first day of the two (2) week period.

new?
+

13.3 **Shift Differential.**

An employee required to work between the hours of 5:00 p.m. and 8:00 a.m. shall receive shift differential pay in the amount of fifteen cents (\$.15) per hour for each hour worked between 5:00 p.m and midnight and thirty cents (\$.30) per hour for each hour worked between midnight and 8:00 a.m. Any shift differential payments shall not be considered in the determination of overtime rates. [The provisions of this section shall not apply to an employee whose job responsibilities normally permit such employee to sleep at an Agency job site for any period between the hours of 5:00 P.M. and 8:00 A.M.]

new +
13.4 Sleepover Premium.

Commencing July 1, 1986, an employee required to sleep overnight at an Agency job site shall be paid a premium of \$3.00 per night.

ARTICLE XIV

LEAVES

14.1 Sick Leave.

A. Sick leave accumulates at the rate of 1 1/2 days per month for full-time employees only. Employees on leave of absence without pay do not accumulate sick leave.

B. An employee loses accumulated sick leave upon termination. There is no payment for unused sick leave. Sick leave may be accumulated indefinitely.

C. Employees working less than full-time, but twenty (20) hours or more per week receive sick leave benefits on a pro-rated basis.

D. New employees receive a "bank" of five (5) sick days which, if used, will be reconciled with the allowable amount by the end of the first year of employment.

E. Sick leave may be applied to an absence necessitated by: (1) the employee's personal illness or injury; (2) absence due to serious illness of the employee's spouse, child or relatives living in the same household; (3) medical and dental appointments when absence during working hours has been approved by the appropriate supervisor; (4) illness or injury which began prior to the beginning of a scheduled vacation. Such illness or injury must be of a nature that would preclude the effective use of vacation and would prevent the employee from performing normal duties.

F. An employee is required to notify the appropriate supervisor as soon as possible of an illness or injury for which sick leave is desired to be taken.

G. An employee may be required to provide a physician's certificate in order to be allowed to take sick leave for the period of absence. A denial of the use of sick leave shall be non-arbitrable.

In PP said illness/absence of more than 10 consec. days required Dr. Statement.

14.2 Bereavement Leave.

Absence may be authorized for up to three (3) days with pay upon the death of an employee's spouse, child, parent, grandparent, in-law, sibling, grandchild, foster child or foster parent. Approval of such leave shall be in the sole discretion of the Executive Director or his/her designee.

In PP if more x off is required, employee may draw upon sick leave &/or vacation time.

14.3 Holidays.

A. Full-time employees will receive the following ten (10) paid holidays:

New Year's Day - January 1

Martin Luther King's BD

Washington's Birthday - February (Third Monday)

Memorial Day - May (Last Monday)

Independence Day - July 4

Labor Day - September (First Monday)

Columbus Day - October (Second Monday)

Thanksgiving - November (Fourth Thursday)

Day after Thanksgiving

Christmas Day - December 25

Christmas Season Floater - Designated by the Executive
Director or his/her Designee

B. Part-time employees working one half-time (20) hours or more will receive holiday benefits in proportion to the number of hours worked. Employees working less than half-time are not entitled to paid holiday benefits.

C. The scheduling of holidays off will be done by the Executive Director or his/her designee. When an employee is required to work on a holiday, a substitute day off will be provided. Every effort will be made to distribute the major holidays on a fair and equitable basis. A grievance alleging a violation of this subsection shall be non-arbitrable.

D. An employee who works on Thanksgiving Day, Christmas Day or Memorial Day shall, in addition to being entitled to an alternative day off pursuant to subsection C, be paid time and one half for the hours worked on the specified holiday.

14.4 Vacations.

A. A permanent full-time employee shall be entitled to earn three (3) weeks of vacation during the first year of employment, and four (4) weeks of vacation annually thereafter.

Bad news
2 tier
B. Notwithstanding the above, an employee commencing work with the Agency subsequent to June 30, 1985 shall earn two (2) weeks of vacation during the first year of employment. Thereafter,

for each year of employment through five (5) years, such employee shall increase his/her annual vacation earnings entitlement by two and a half (2 1/2) days per year to a maximum of twenty (20) days after five (5) years of employment.

C. The scheduling of vacations must be approved in advance by an employee's immediate supervisor.

D. Vacation time may be used for periods of one half-day or more in increments of half-days. Employees are encouraged to take vacation in periods of five (5) consecutive days or longer.

E. Thirty (30) calendar days is the maximum time for which vacation time may be authorized. Periods of longer than thirty (30) days will be treated as leaves of absence.

14.5 Civic Leave. *Same as PP*

A. Absence from work because of required jury duty will be considered an excused absence. The Agency will pay the balance of an employee's normal day's pay which is not covered by jury duty payment. To receive the balance of payment, it will be necessary for the employee to present evidence of jury duty payment to the Personnel Director. The notice to report for jury duty should be shown to the immediate supervisor, and the leave of absence will be documented. An employee is required to return to work if excused from jury service during normal work hours;

B. A leave of absence without pay may be granted an employee to act as Plaintiff, Defendant, or witness in a judicial proceeding;

C. If a registered voter employee does not have sufficient time outside the regular working hours within which to vote, he/she may take off such working time as will, when added to his/her voting time outside working hours, enable him/her to vote. Such time shall be at the beginning or end of a work shift unless otherwise approved by the immediate supervisor. A maximum of two (2) hours may be taken with pay.

14.6 **Maternity Leave.** *Same as PP*

A. Maternity leave due to pregnancy, childbirth or recovery therefrom, is considered as any other temporary disability or illness. A pregnant employee may continue to work until her doctor determines her physical condition no longer permits the execution of her work activities. When no longer able to work, the employee is eligible for the following benefits:

(1) The employee may use accrued sick time, until the 30th calendar day of her maternity leave, at which time, if otherwise eligible, the Agency extended disability income insurance plan will go into effect. Such plan will pay 60% of the employee's salary up to a maximum of \$250/week;

(2) The employee may supplement the amount paid under the disability by drawing on any remaining accrued

sick time or other earned time off, so that she may receive up to her full salary;

(3) In order for the Agency disability plan to be used, a physician must certify that the employee is disabled for a specified period of time.

B. Six (6) weeks from the date of delivery is considered the normal maternity leave. This may be extended upon recommendation of the employee's physician that her physical condition warrants a further absence from work.

C. During the period of a maternity leave, the employee's health and life insurance benefits shall remain in effect.

D. Upon return from maternity leave, the employee will return to her same job at the same salary, with no loss of seniority or seniority benefits.

new +
14.7 Parental Adoption Leave. An unpaid leave of not longer than six (6) weeks' duration may be taken upon the adoption of a child of less than six (6) years of age, provided the employee provides appropriate proof of adoption and age.

(f) discrimination against people who can't have kids

14.8 Military Leave. *~ Same as PP*

Employees may take military leave for two (2) weeks per calendar year. During such absence, the Agency will pay the balance of an employee's normal pay which is not covered by military payment. To receive this balance of payment, the employee must present evidence of military payment to the Personnel Director

or his/her designee. Military leave may be requested for more than two (2) weeks. The grant of such request shall be in the sole discretion of the Agency, and, if granted, the additional leave shall be without pay.

14.9 Personal Leave.

In the first year of employment an employee shall receive two (2) personal days if employed for more than six (6) months of the calendar year and one (1) personal day if employed for less than six (6) months of the calendar year. Thereafter, an employee shall be entitled to two (2) personal days annually.

Personal days not taken within the calendar year may not be accrued, unused personal days are not reimbursed at termination.

ARTICLE XV
INSURANCE AND PENSION BENEFITS

15.1 Health Insurance.

An employee who works a minimum of twenty (20) hours per week is eligible to be covered under the Agency's group Blue Cross/Blue Shield policy or reasonably comparable coverage provided by an alternate insurer. The employee has the option of individual, two-person or family membership. The Agency shall pay according to the following schedule the dollar amounts of the monthly premium for an employee who elects to be covered. The Agency's contribution shall be \$49.57 monthly for an employee with single coverage, \$99.29 monthly for an employee with two-person coverage and \$131.29 monthly for an employee with family coverage. The employee's share of the insurance premium will be deducted from his/her pay as authorized by a signed deduction authorization card. An employee is eligible to join this program during his/her first sixty (60) days of employment. If an employee elects not to join during this period, he/she may be eligible to join at a later time, however, proof of insurability may be required. Upon termination of employment, an employee may convert his/her policy to an individual health insurance policy, according to the carrier's guidelines. The Agency shall continue an individual's policy for one (1) month following termination if a corresponding deduction covering the full cost of such coverage has been made from the employee's final paycheck.

X New
15.2 **Dental Insurance.**

An employee who works a minimum of twenty (20) hours per week shall be eligible for inclusion in the dental insurance plan in effect on October 15, 1984.

15.3 **Malpractice Insurance.**

Each employee shall be entitled to the benefits of an Agency professional liability policy with ^{DELETE} ~~(maximum)~~ ^{9/12/85} coverage in the amount of at least one million dollars.

15.4 **Liability Insurance.**

Same as P.P.
EJuk
The Agency carries insurance to protect itself against liability in the event of an injury to a client or other person through an accident on the Agency's premises. Liability insurance is also carried to cover the occasions when Agency programs or transportation responsibilities by Agency employees or a representatives occurs off the Agency's premises. The Agency (not the employee) is covered in the event that the employee has an automobile accident while using his/her personal vehicle on Agency business. This plan is meant to supplement an employee's personal automobile policy and not replace it. It is the responsibility of the employee, not the Agency, to ensure that the employee's personal coverage is sufficient beyond the scope of the Agency provided coverage.

15.5 Extended Disability Income Insurance.

All employees working at least thirty (30) hours per week shall be covered by the extended disability income program in effect on July 1, 1984.

15.6 Pension Plan.

~~[Employees hired on or subsequent to July 1, 1985 shall be eligible for the current Agency pension plan with a ten year vesting schedule.]~~

What if employees after July 1

15.7 Life Insurance.

Each employee working at least thirty (30) hours per week shall be covered by a group life insurance policy provided at the Agency's expense. Insurance benefits shall be equal to one (1) year's salary and shall include a double indemnity clause for accidental death in a public carrier.

15.6 Pension Plan

*Employees hired on or subsequent to February 1, 1986
shall be eligible for the current Agency pension plan
w/ a ten yr. vesting schedule as set forth in Appendix C.*

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall take effect as of July 1, 1985 and shall be effective through June 30, 1988. The parties shall negotiate commencing approximately May 1, 1986 concerning wages and insurance benefits for the last two (2) years of this Agreement.

Agreed to this ____ day of _____, 1985.

HOWARD RELIEF SOCIETY

By _____

**AFSCME HOWARD MENTAL HEALTH
CHAPTER OF LOCAL #1674**

By _____



Howard Mental Health Services

300 Flynn Avenue
Burlington, VT 05401
802/658-0400

James P. Leddy
Executive Director

Date _____

Name _____
Street _____
City, State Zip _____

Dear _____:

I am pleased that you have accepted the position of _____ for Howard Mental Health Services. Your background and skills will be definite assets to the services delivery system.

The terms of your employment are as follows:

1. Start Date: _____
2. Starting Salary: _____
Grade _____
3. Salary after 6 months successful completion of probationary period: _____
4. Hours per week: _____
5. Employee Benefits:
 - a) Group Health Insurance;
 - b) Group Life Insurance;
 - c) Group Disability Insurance;
 - d) Group Dental Insurance;
 - e) Agency Retirement Plan;
 - f) Paid Vacation;
 - g) Paid Holidays;
 - h) Personal days;
 - i) Paid sick days.
6. Immediate supervisor: _____

Additional terms and conditions of your employment are addressed in the Collective Bargaining Agreement between the Agency and Union Local #1674. You will receive a copy when you meet with the personnel staff for your initial visit and orientation to the Agency. Benefits will be fully explained at that time.

If the above terms are acceptable to you, please sign where indicated and return the original of this letter to the



Page 2
Hiring Letter
Name

attention of Jim Cameron, Human Resources Manager.

I look forward to your valuable contribution to Howard Mental Health Services and the citizens of Chittenden County.

Sincerely,

James P. Leddy
Executive Director

I understand and agree to the terms of employment as described on the previous page.

Date

Signed

HOWARD MENTAL HEALTH SERVICESFISCAL YEAR 1986 STAFF SALARY SCHEDULE

<u>GRADE LEVEL</u>	<u>STARTING SALARY</u>	<u>END OF PROBATION</u>	<u>GRADE MAXIMUM</u>
1	7,726	8,112	11,849
2	8,189	8,598	12,557
3	8,721	9,157	13,376
4	9,331	9,798	14,861
5	10,032	10,534	15,977
6	10,834	11,376	17,255
7	11,863	12,456	18,895
8	13,109	13,764	21,653
9	14,616	15,347	24,143
10	16,516	17,342	29,230
11	18,829	19,770	33,321
12	21,654	22,737	39,597
13	25,118	26,374	45,933

HOWARD MENTAL HEALTH SERVICES

CLASSIFICATION STRUCTURE

GRADE 1

Janitor

GRADE 2

Data Entry Clerk

GRADE 3

Clinical Records Specialist
Receptionist
Switchboard Operator
Van Driver
Transcriptionist/Records Clerk

GRADE 4

Billing Specialist

GRADE 5

Administrative Secretary
Intake/Receptionist
Residential Assistant/MH I - evenings
Residential Instructor/ICF - evenings
Residential Instructor/Floater

GRADE 6

Accounting Specialist
Community Support Worker
Day Services Instructor
Payroll Specialist
Residential Assistant/MH II
Residential Instructor/Group Home & Staffed Apt
Residential Instructor/Supervised Apts
Transportation Coordinator
Maintenance Superintendent
Personnel Assistant

GRADE 7

Residential Instructor/ICF
Retirement Specialist
Residential Treatment Specialist

Clinical Records Supervisor
Data Processing Supervisor
Acute Care Counselor
Acute Care Night Manager
Cooperative Apartment Worker
Managing Trainer
Psychiatric Disabilities Counselor
Team Leader/Day Services
Program Specialist/ICF
Respite/Intake Coordinator

GRADE 8

Residential Manager MR
Arroway Program Coordinator
Community Health Clinician
Cooperative Apartment Program Coordinator
Outpatient Clinician
Services Coordinator
Training Coordinator/MR
Residential Manager/MH

GRADE 9

Coordinator, CRASH Program
Assistant to the Director
Emergency Services Clinician
Employee Assistance Program Coordinator
Clinical Supervisor
Intake Supervisor

GRADE 10

Assistant Director of Finance & Administrative Services
Controller
Coordinator of Acute Care Services
Coordinator of Children's Services
Coordinator of Clinical-Support Services
Coordinator of Rehabilitation and Social Programs

GRADE 11

Chief of MH Residential and Acute Care Service
Chief of Outpatient Services
Coordinator of MR Day Services
Coordinator of MR Residential Services

GRADE 12

Director of Finance and Administrative Services
Director of MR Services
Director of Psychiatric Disability and Acute Care Services

