AGREEMENT BETWEEN

SOUTHLAKE COMMUNITY MENTAL HEALTH CENTER, INC

AND

SEIU LOCAL 73

EFFECTIVE:
October 1, 2015 through
September 30, 2020

SEIU Local 73
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AGREEMENT

This Agreement is made and entered into by and between SOUTHLAKE COMMUNITY MENTAL HEALTH CENTER, INC. (hereinafter called the "Center"), and S.E.I.U Local 73 (hereinafter called the "Union"), and shall become effective October 1, 2015 and shall expire on September 30, 2020.

ARTICLE I
PURPOSE

Section 1. Southlake Community Mental Health Center is a comprehensive system for coordinating the delivery of mental health services. The Center, as an employer, considers every employee as an individual whose contributions, in terms of time, energy and creativity, are both necessary and vital to the Center's purpose. It is through the employee that the Center strives to fulfill its commitment to the public. An understanding by the employee of the Center’s purpose is important if the Center is to live up to its purpose.

Section 2. The general purpose of this Agreement is to promote the mutual interests of the Center and its employees, to provide orderly collective bargaining relations between the Center and the Union, to maintain fair wages, hours and other working conditions, to prevent strikes and walkouts, to secure prompt and fair dispositions of grievances, to eliminate interruptions of work and interference with the efficient operation of the Center's business, and to assure clients of the Center that they will receive efficient and uninterrupted services and care at all times.

ARTICLE II
RECOGNITION OF UNION

Section 1. The Center hereby recognizes the Union as the exclusive representative of those employees identified in Section 2 of this Article.

Section 2. For the purpose of this Agreement, the employees to be covered by this Agreement shall be defined to include all full time and regular part time direct care professional employees, all full-time and regular part time direct care non-professional employees, clerical, and support staff of the Center with the following job titles:

<table>
<thead>
<tr>
<th>Activity/Recreational Specialist</th>
<th>Food Service Technician</th>
<th>Staff Nurse /LPN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addiction Technician</td>
<td>Intake Worker</td>
<td>Staff Nurse RN</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>Life Skills Therapist</td>
<td>Staff Psychologist</td>
</tr>
</tbody>
</table>
Excluding all confidential employees, managers, guards and supervisors as defined in Act.

Section 3. In addition to the aforementioned classifications of employees, any new job titles for full time and regular part time direct care professional employees of the Center, any full time and regular part time direct care non-professional employees of the Center, clerical and support staff of the Center, that are not specified in Section 2, will automatically become a part of the bargaining unit and will immediately be covered by and subject to all of the terms and conditions of the Collective Bargaining Agreement, excluding all confidential employees, managers, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE III
NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall apply to all employees covered by this Agreement, and neither the Center nor the Union shall discriminate against employees with respect to the application of the provisions of this Agreement on the basis of race, color, national origin, disability, sex, creed or age, all as provided for by applicable federal law.

Section 2. Equal Opportunity: The Center is an equal access/equal opportunity employer. The Center shall provide equal opportunity in employment and advancement in employment without regard to race, religion, color, national origin, disability, age or sex, all as provided for by applicable federal law.

ARTICLE IV
UNION DUES AND CHECK-OFF

Section 1: The Employer does not object to Union membership by its employees and understands they have certain rights to such membership as covered by the National Labor Relations Act. For the purposes of this section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues required for purposes of representation.
The Employer will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of the agreement between the Union and the Employer. For this purpose, the Employer shall notify the designated Union representative of the starting date of new employees within thirty (30) days of their start date.

Section 2: Employees covered by this Agreement are not required to become or remain a member of the Union. Employees covered by this Agreement are not required to pay dues, fees, assessments, or other charges of any kind or amount to a labor organization. Employees covered by this Agreement are not required to pay a charity or third party any amount that is equivalent to or a pro rata part of dues, fees, assessments, or other charges required to be a member of a labor organization. Employees covered by this Agreement may choose to undertake any of the aforementioned activities; however, said choice is the employee’s and employee’s alone. The aforementioned activities are not conditions of employment or necessary for the continuation of employment. Neither the Center nor the Union will threaten, coerce, or in any manner attempt to sway an employee’s choice to undertake or not undertake any of the aforementioned activities. A covered employee alone will notify the Center and/or Union of their choice. Should a covered employee notify the Union of their choice, the Union shall notify the Center of the employee’s choice within 1 business day. Should a covered employee notify the Center of their choice, the Center shall notify the Union within 1 business day. Once the covered employee has notified the Center or Union of their choice that covered employee’s choice shall be honored in accordance with Indiana law and this Agreement.

The Center and Union agree that a covered employee may change their decision in regard to the aforementioned activities at any time, and said decision will not have an effect on the employee’s continuation of employment or any condition of employment. Upon notifying the Center or Union of their changed decision, the Center and the Union shall honor that decision.

Section 3: The Center and Union agree that should this Article and/or Agreement as written be determined to be in violation of Indiana law, then this Article is deemed void.

Section 4: The Employer shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting an actual deduction made from wages earned by the employee. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and by-laws, refunds to the employee shall be made by the Union.

Section 5: The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, costs, and expenses incurred by reason of, any action taken by the Employer for the purpose of complying with the provision of this Article or in reliance on any notice given by the Union to the Employer.
ARTICLE V
MANAGEMENT RIGHTS

Section 1. Except as expressly and specifically limited or restricted by a specific provision of this Agreement, and to that extent only, the Center reserves and retains any and all management rights, prerogatives, powers and privileges previously vested in or exercised by the Center. Such retained rights of management include, among other things, but are not limited to, the right to plan, direct, control, increase or decrease the operations; to determine standards of service and care; to determine the locations of facilities; to subcontract work; to change methods or introduce new methods or techniques; to maintain discipline of employees; to warn, suspend, discipline, discharge or demote employees for just cause, and violation of reasonable Center rules; to establish, change, add to or reduce the number of shifts, the schedules to be worked and the workforce; to utilize employees where necessary in case of emergency or the interest of client care; to determine whom shall be hired, the number of employees to be employed at any time and the qualifications necessary for jobs; to transfer, relieve, lay off employees or to shorten or lengthen the work week to meet the service needs of the Center; to establish, maintain and enforce and to rescind, amend or change reasonable rules, regulations, policies and disciplinary procedures; to determine policies affecting the selection and training of employees; to assign and schedule work duties; transfer employees, and set reasonable standards in accordance with the needs of the Center; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort and to maintain safety, efficiency and order in the Center. None of these rights shall be exercised in a capricious or arbitrary manner.

Section 2. Additionally, the Center reserves the right to move, relocate, sell, permanently or temporarily close, liquidate or consolidate the operation of the Center or any of its facilities in whole or in part. The Union hereby waives any objections to the utilization of the rights reserved by the Center in this section only, and the Union reserves its right to bargain about the effects of any such actions. Management will notify the Union at least 30 days prior to moving, relocating, selling, or temporarily or permanently closing, liquidating or consolidating the operation of the Center or any of its facilities.

Section 3. The Center will notify the Union whenever it proposes to outsource or subcontract work currently being completed with bargaining unit employees, identifying the reason for such a decision and the anticipated length of such an activity. Whenever such subcontracting or outsourcing would extend beyond sixty (60) days or would result in the discharge or layoff of an employee covered by the bargaining agreement, the Center will meet and bargain with the Union regarding its decision and its impact prior to subcontracting, outsourcing, or otherwise attempting to contract out work currently being performed by employees of the bargaining unit.

In bargaining regarding the decision, the Center will provide the Union with information demonstrating the economic benefit of such a decision or other critical factors.
substantiating the business benefit of such a decision. Whenever subcontracting or outsourcing results in the discharge or layoff of an employee covered by this agreement, those affected employees shall have the opportunity to exercise their rights under Article 9 (Seniority, Layoffs and Recalls) of the Agreement.

ARTICLE VI
SUPERVISORS

Section 1. The Center shall have the right to utilize supervisors, other management personnel and/or consultants to assure efficient operation of the Center and to assure prompt and efficient client care.

ARTICLE V
LEADERS

Section 1. It is agreed that Leaders may be utilized by the Center in any labor classification. Leaders shall be members of the Bargaining Unit.

Section 2. Leaders shall, in addition to their normal work assignments, assist supervisors in carrying out their work. This shall include, but not be limited to, teaching other workers and the delegation of work assignments.

Section 3. The basis of the selection of a Leader shall be the skill, ability, efficiency, seniority and overall leadership of the employee. The Center shall solely determine which employee shall be appointed or relieved as a Leader, and shall notify the Union in writing of any such appointment or removal.

Section 4. The Center reserves the right to determine whether or not and how many Leaders shall be utilized. Leaders shall be appointed and relieved as deemed necessary by the Center.

The Center shall not assign supervisory or administrative duties to employee(s) in addition to their normal work assignments without designating the employee(s) as Leader in accordance with this Article. In the event that employees are assigned additional duties pursuant to Section 2 of this Article and are not designated as Leaders, the Union may exercise its rights under the grievance procedure on behalf of the impacted employee.

Section 5. Leaders shall be paid fifty cents ($ .50) an hour above their regular classification rate for all time spent while holding the position of Leader.
ARTICLE VIII
PROBATIONARY EMPLOYEES

Section 1. Employees shall be considered to be probationary employees for the first ninety calendar days of their employment.

For those employees eligible for health insurance benefits, coverage begins on the first day of the month following their first day of employment if they enroll in the plan within the required enrollment period. Accrual of Paid Time Off shall begin for eligible employees upon their date of hire; however, Paid Time Off may not be taken during the probationary period, nor shall it be paid out if terminated during the probationary period.

If a worker continues in the employment of the Center after the end of the probationary period, the employee shall become a seniority employee and the employee’s name shall be placed on the seniority list. The Center retains the right to discipline, suspend, demote, or discharge probationary employees during or at the end of the probationary period and any of such actions may not be made the subject of a grievance either by the employee or by the Union.

Section 2. Supervisor may extend probation for one 60-day period when there are performance concerns.

Section 3. During the probationary period, probationary employees shall have no seniority rights and in the case of a layoff for lack of work, such probationary employees may be laid off by the Center without regard to the hiring date of said employees.

ARTICLE IX
 SENIORITY, LAYOFFS AND RECALLS

Section 1. The desire of the parties is to provide job security and opportunity for employees based upon their qualifications and years of continuous service. Seniority is defined as the total length of service with Regional Mental Health Center from the time before the two centers merged and were known as Tri-City Community Mental Health Center and Southlake Center for Mental Health, computed in years, months and days from last date of hire and applies only to full time regular employees. The Center shall maintain seniority lists, copies of which shall be posted on an appropriate bulletin board every three (3) months. Such lists shall be subject to correction on the showing of error by an employee, the Union or the Center. For the period of time from the posting and said seniority list until such showing of error is called to the attention of the Center shall not be financially responsible for any action under this Agreement if such action is the result of said error.
A separate seniority list shall be maintained for regular part time employees. The seniority rights of regular part time employees shall be set forth in Article XXII.

Section 2. The Seniority of an employee who has completed the probationary period shall date back to the date of said employee's first day of work as probationary employee. In the event more than one employee started work on the same day, the names of the employees shall be added to the seniority lists in alphabetical manner.

Section 3. The Center will operate under a facility format. The Center shall maintain a list of facilities, copies of which shall be posted periodically. The Center reserves the right to add new facilities, and/or consolidate or merge facilities.

Section 4. An employee with established seniority in the bargaining unit who is transferred out of the bargaining unit shall not accumulate seniority during said period of time. The employee shall retain the amount of seniority held while working in the bargaining unit. The employee shall have no right to transfer back to the bargaining unit but in the event the employee is transferred back into the bargaining unit by the Center, said employee shall start again accumulating seniority in the bargaining unit, which seniority shall be added to whatever amount of seniority the employee retained at the date of the employee's transfer out of the bargaining unit.

Section 5. Employee status, including seniority, shall be considered lost by:

A. Discharge for just cause;
B. Termination of employment;
C. Layoff in excess of the employee's length of seniority and in any event in excess of six (6) months;
D. Failure to return from a layoff or a leave of absence in accordance with the provisions set forth in relation to; and/or
E. Failure to report to work for three (3) consecutive days without proper notification to the Center.

Section 6. Employees shall be laid off when layoffs or reduction of working forces are necessary in accordance with the following provisions. Written notice shall be provided to the Union and a Union Steward will be notified at least thirty (30) days prior to the effective date of the layoff.

A. In the event of a temporary layoff, for a period of time anticipated to be not longer than fifteen (15) full workdays, employees in areas affected thereby will be temporarily laid off in the following manner:
   (i) The Center will lay off such employees and will retain such employees as it deems necessary for the most efficient organization of the Center's work force. In so doing, all probationary employees shall be laid off first and the junior employees in the affected classification within the facility shall be
laid off next, provided the more senior employees in such classification in such facility are qualified to do the work remaining.

B. In the event of a layoff, cutback or reduction of the working forces for a period of time anticipated to be more than fifteen (15) workdays, or in the event of a temporary layoff which extends for a period of more than fifteen (15) workdays, the following shall apply:

(i) In such event, either by layoff or facility reduction, seniority shall be on an agency wide basis and employees with the greatest Regional Mental Health Center agency wide seniority. Employees considered for displacement from their classification and facility as a result of a layoff or a facility reduction shall, provided they have the skill, ability, qualification and experience with targeted population to perform the work then required to be done, have the following alternatives:

(a) Replace the junior employee in their respective classification, within their facility;
(b) Accept a comparable job at the Regional Mental Health Center if offered by the Center;
(c) Replace the junior employee in the same;
(d) Replace the junior employee in a classification in which the employee has previously qualified; or
(e) In the discretion of the Center, the employee may elect to take a layoff in lieu of the above-listed alternatives.

C. In the event, as a result of actions taken pursuant to paragraphs A & B above, it is necessary to assign employees to a different shift, the Center reserves the right to make all shift assignments effective when necessary, including the first working day of the following week.

Section 7. Any laid off employee shall be recalled to the job classification from which he/she was laid off, to any lesser job classification for which he/she previously qualified or to any available position for which the employee has the skill, ability, qualifications and experience with the target population. In recalling laid off employees, the Center shall recall the employees in the reverse order in which said employees were laid off.

Section 8. The employees recalled may be notified by telephone or given personal notice of the date they are to report back for work. If the Center is unable to notify the employee personally within twenty-four (24) hours, then notice shall be by mail, return receipt requested, notifying said employee of the date and hour said employee should return to work. If an employee is ill or for any other reason prevented from reporting to work, said employee may so notify the Center by return mail, return receipt requested, within two (2) work days from the receipt of said notice or recall, and if said employee's reason for not returning to work is recognized as a valid reason under the terms of this Agreement, the employee's seniority will not be lost.
Section 9. When, due to a decrease of the work forces or the elimination of a job, an employee elects to accept a lower rated job rather than accept a layoff, the employee will be paid the labor rate in accordance with the employee's seniority as applied to the progression schedule in effect for the lower rated job.

Section 10. If an employee is involuntarily transferred to a new department and retains their current job classification, they shall retain the seniority they accrued while in their previous department as it pertains to job preference, open shift bidding, and/or all other procedures as they relate to intra-departmental seniority.

ARTICLE X
ABSENCE

Section 1. Absences of seniority employees shall be considered to be authorized by the Center in the following situations:

A. Employees unable to work on their scheduled workday must notify their supervisor, or party designated by the supervisor in the event that the supervisor is unavailable, as soon as possible but, in any event, not later than two (2) hours in residential, emergency services and transportation and one (1) hour in other areas before the time they would normally report to work on said date, except in emergency situations, in which case employees must notify their supervisor at the first possible opportunity thereafter. At the time any employee notifies the employee's supervisor as to the employee's inability to work, said employee shall further notify the supervisor of the date the employee will return to work. If said employee is unable to work on said day, the employee shall again notify the employee's supervisor in accordance with the provisions of this Section.

B. When an employee is absent four (4) or more consecutive working days, the Center may require the employee furnish to the Center a written physician's statement indicating that the employee is able to return to work without limitation and without risk of further injury.

C. Absences from work other than in accordance with the terms of this Agreement shall be considered unauthorized. Such absences shall be charged to the employee’s available PTO unless specifically authorized otherwise by the terms of this Agreement.
D. The Center will give consideration to requests made by employees for a personal leave of absence not to exceed thirty (30) days in duration. No leave of absence shall be granted to an employee for the purpose of accepting employment elsewhere.

E. Each application for leave of absence shall set forth the purpose of the leave of absence, the date on which the leave of absence is to start and the date the employee will return to work.

F. Each leave of absence granted shall be in writing and copies thereof shall be given to the Union and the employee.

G. During the period of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision, without first obtaining the consent of the Center, shall result in the termination of the employee involved. In addition, falsification of the reason for a request for leave of absence shall be a cause for discharge.

H. An absence of an employee who fails to return to work on the day specified in the leave of absence without having received an extension thereof, unless said failure to obtain an extension is beyond the control of the employee, shall be deemed unauthorized. In the case when extensions are requested for leaves which are given for twenty (20) or more days, such extensions must be requested in writing at least two weeks prior to the expiration of the original leave.

Section 2. The Center may grant temporary leaves of absence for family/medical, military service educational advancement, or other compelling personal reasons. A leave of absence is any unpaid absence from work which exceeds fourteen (14) calendar days, and which has been properly requested and approved by the immediate supervisor, Service Director, Human Resource Department and Executive Director. The request for leave should be made at least fourteen (14) calendar days in advance of the anticipated starting date.

A “Request for Family/Medical Leave” or a "Request for General Leave of Absence" form may be obtained from the Human Resource Department. Employees who accept other employment during their Leave of Absence shall be considered to have terminated their employment with the Center as of the date their leave became effective. Leaves of Absence are classified as follows, and are available to any regular employee who has successfully completed the probationary period and any other requirements for the specific leave requested.

Types of leaves of absence:

A. LEAVES REQUESTED BY EMPLOYEE

Family/Medical Leave. Based upon the Family and Medical Leave Act of 1993, the Center has adopted a compliant policy regarding Family/Medical Leaves. Employees
who have been employed for at least 12 months and who have worked at least 1,250 hours in the immediately preceding 12 months are eligible to take an unpaid leave of up to 12 weeks in any twelve (12) month period for the following reasons:

(a) Birth of Child/Care for a Newborn Child  
(b) Placement of Child for Adoption or Foster Care  
(c) Care for Spouse, Child or Parent Who has a Serious Health Condition  
(d) Serious Health Condition of an Employee

Please refer to the Center’s employee handbook for more detail.

**Extended Medical Leave.** After exhausting the maximum time allowed for a Family and Medical Leave of Absence, an employee may apply for an additional unpaid medical leave of absence which shall be granted in accordance with this section. Employees shall be entitled to take a total leave period of six (6) months, which includes the leave time provided for under the Family Medical Leave Act upon presentation of medical certification by the employee’s physician. Verification shall be in accordance with Center policy and with the requirements of the Family Medical Leave Act. The Center shall not be required to hold vacant an employee’s position during an Extended Medical Leave, but the employee shall have the right to return to a vacant position as set forth in Section 4 of this Article. Nothing in this Section shall extend the period of eligibility for a continuation of health insurance benefits under COBRA.

**Military Leave of Absence:** The Military Selective Service Act of 1967 (Current or amended) sets forth the conditions of leave and re-employment rights of employees entering or leaving military service.

**Personal Leave of Absence:** A personal leave of absence may be granted if the supervisor is satisfied that there is a good and sufficient reason to do so. A leave may be requested for no more than thirty (30) days.

**Union Leave.** Upon written request from the Union, the Center shall meet to discuss granting a special unpaid Union leave of absence to not more than one (1) employee at any one time. The Center shall not arbitrarily refuse the granting of a Union leave, but it may raise operational considerations. Such Union leave of absence will be for a maximum period of six (6) months. The employee’s status on return to work shall be as set forth in Section 3 of this Article, except that prior to the employee beginning the leave, the Center, Union and affected employee may agree to additional rights to return based upon the operational needs of the Center.
B. LEAVE INITIATED BY CENTER FOR MEDICAL REASONS

Should objective findings show it is not in the best interest of the Center or employee to continue work for health reasons, the Center may place an employee on a leave of absence, to which the same terms of an employee requested leave shall apply. In all cases, however, the Center will comply with the Americans with Disabilities Act of 1990.

Section 3. Work related disability absence: Absences resulting from on-the-job injuries covered by Indiana's Workers Compensation Act may qualify as Family/Medical Leave. An employee absent due to a work-related injury should contact Human Resources immediately and make arrangements to complete a request for Family/Medical Leave, if appropriate.

Section 4. Benefits and status on return to work: The approval of an employee's request for a non-"Family/Medical Leave" leave of absence of does not guarantee that the employee's same position, department and shift will remain vacant until the employee's return due to the responsibilities of the Center. An approved leave will reserve an employee's seniority and such benefits as the employee may have accrued prior to commencing the leave. There will be no accrual of additional benefits during the period of leave of absence.

If, upon return, the original position is filled, the employee shall then be offered the first vacancy of like classification and salary available. If no such vacancy exists, the employee is then placed into temporary layoff, eligible for recall when the first job of like salary and classification becomes available. At the time of recall, the employee will be restored to full employment, with the retention of all benefits and seniority dating back to the last day of employment prior to the original leave.

Section 5. Benefits while on leave: Any person returning from an approved leave of absence retains the benefit and seniority status possessed at the time of the initial leave. There is no additional accrual of benefits during the period of the leave. Certain insurance coverage (health and dental) may be continued as provided by law. In order for the Human Resources Department to notify the employee of his/her continuation rights, however, the employee must ensure that Human Resources is notified of the leave.

Section 6. In each contract year, the Center will grant leaves of absence, without pay, for up to two (2) bargaining unit employees to attend conferences or seminars sponsored by the Union. Requests for such leave shall be submitted not less than 14 days prior to the requested date for the leave to commence. Each such absence shall not be longer than five (5) days and the Center reserves the right to withhold any such leave if the absence of the person selected will materially disrupt client care or the operation of the Center.
ARTICLE XI
DRUG FREE WORKPLACE - DRUG/ALCOHOL TESTING POLICY

Section 1. The Center is committed to providing a drug-free workplace which protects our employees, as well as our clients, and it is expected that all employees will share this commitment. Pursuant to the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Any employee who is convicted of a drug statute violation arising out of conduct occurring in the workplace must notify the Executive Director of such conviction no later than five (5) days after the conviction.

Section 2. All new employees will be required to pass a post-offer pre-employment drug test. Refusal to take or failure to pass this test will automatically disqualify an applicant for employment at the Center, except employees who were employed by TCCMHC as of the date of acquisition by SLCCMHC.

There are other drug and alcohol testing requirements which are mandated by the Drug Free Workplace Act and/or the Department of Transportation (DOT) and detailed in the Center’s employee handbook.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, a grievance is defined as only those disputes involving the alleged violation of any provision of this Agreement including the Employee Manual and any applicable letters/memoranda of understanding. A grievance requires that the damaged employee be named, and an “all affected” grievance requires that the group alleged to be affected be identified. Such grievances shall be disposed of in accordance with this Article and the following procedures:

Step 1. The aggrieved employee, and the steward upon the request of said employee, must submit any grievance to the employee's immediate supervisor within ten (10) workdays following the date that the employee knew or should have known of the occasion giving rise to such grievance. There shall be discussion between the above mentioned parties and the employee's immediate supervisor within one (1) workday after the submission of the grievance. The Center's decision regarding the grievance, either oral or written, will be given by the supervisor to the employee within two (2) workdays after the above mentioned meeting.

Step 2. If the grievance is not satisfactorily settled in step 1, it shall be reduced to writing, signed by the aggrieved employee and the steward and presented to the Service Director or
the next level of management above the supervisor designated by the Center within five (5) work days after the Center's decision in Step 1 is given. The written grievance shall specify the particular Article of this Agreement which the grievant believes has been violated by the Center and a summary of the incident involved. There shall be a conference between the aggrieved employee, the employee's steward, if requested by the employee, and the Service Director or other designated representative within the next three (3) workdays. The Center will render a written decision within six (6) workdays after the above mentioned conference.

Step 3. If the Grievance is not satisfactorily settled in Step 2, the aggrieved employee and/or the Union may submit a written appeal of the Center's decision to the Executive Director within five (5) workdays after the Center's decision in Step 2 is rendered. There shall be a conference among the union steward and business agent/s and the Executive Director or designee and other authorized representatives of the Center within the next ten (10) workdays. The Grievant and the immediate supervisor of the grievant shall be present at this Step 3 meeting. The Center will render a written decision within eight (8) workdays after the above mentioned meeting.

Step 4. If the grievance is not satisfactorily settled in Step 3, the Union shall have the right, within thirty (30) calendar days after the Center's decision in Step 4 is rendered, to notify the Center, in writing, that the matter will be submitted to arbitration. The arbitrator shall be selected in accordance with the following procedure: Either the Union or the Center shall have the right to request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Each party will strike one name from the panel, in rotating order, with the one remaining arbitrator being the one selected. When neither party requests an arbitration panel within 14 days of notice to proceed to arbitration, the grievance will be considered to be satisfactorily settled and the Center’s decision shall stand.

Expedited Arbitration: In addition to the preceding paragraph, grievances involving disputes regarding the termination or layoff(s) of an employee(s), a class action grievance that affects a substantial number or class of bargaining unit employees shall be advanced through an expedited arbitration process utilizing the Federal Mediation and Conciliation Service. In such cases at the conclusion on the day of the hearing, either party shall have the option of whether or not to submit post-hearing briefs or provide an oral closing argument and summary at the conclusion of the hearing. Either party exercising the option to submit a post-hearing brief shall do so and the brief shall be postmarked and submitted to the Arbitrator no later than thirty (30) days from the date of the arbitration hearing. The Arbitrator shall render and issue an expedited written decision to both parties outlining their opinion and award and remedy postmarked and submitted to the parties no later than thirty (30) days from receipt of the post-hearing brief from either party that exercised that option. Any brief(s) submitted shall be provided to the other party through the Arbitrator. The Arbitrator’s decision shall be final and binding on the employer, Union and the employee(s). The Arbitrator’s opinion and award and remedy shall become effective and enforceable from the date the opinion and award and remedy is dated by the Arbitrator.
All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and any Holidays.

Section 2. With respect to every arbitration, the decision of the arbitrator shall be final and binding upon the Center, the Union and any employee involved. The arbitrator shall be bound by the exhibits and evidence presented at the arbitration proceedings. The expense of the arbitration, including the expense and fee of the arbitrator, the cost of the hearing room, the cost of the reporter, if desired by both parties (excluding fees for attorneys retained by the Union or the Center) shall be shared equally by the parties. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under this Agreement or given to the Union or the employees by this Agreement. Expedited arbitration shall be utilized if mutually agreed by the Union and the Center.

Section 3. If the answer or a decision of the Center is not rendered by the Center within the time limits provided for in the grievance procedure, the aggrieved employee, or the Union shall have twenty (20) workdays from the date by which the Center was to have rendered its decision to take the grievance to the next step. If at any step the aggrieved employee, or the Union does not submit the grievance or appeal the Center’s decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Center without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Union and the Center.

Section 4. A settlement by the Center with the Union at any stage of the grievance process shall bind the Center, the Union and the aggrieved employee.

Section 5. “Aggrieved employee” as defined in this grievance procedure, means an employee who has a direct interest in the grievance in that the outcome of the grievance directly affects the employee’s own wages, hours or working conditions as set out and determined by the provisions of this Agreement. Notwithstanding the foregoing, the Union may file a grievance if it is a policy grievance and it shall be filed at the 2nd Step Level. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual consent of the Center and the Union.

Section 6. In the event the arbitrator determines that an employee should be restored to the employee’s former status and be given back pay for time lost, deductions shall be made for any earnings, compensation, including unemployment compensation, remuneration or payments received by the employee from any source of gainful employment whatsoever during the period involved; however, deductions will not be made related to income from additional employment (appropriately approved) in cases where the grievant already had such employment at the time of termination. In addition, in no event shall back pay awards cover a time period prior to the date the grievance was filed or up to 10 days prior to the date of filing of the grievance if the occurrence or violation that gave rise to the grievance occurred more than 10 days before it was filed, a time period during which
the employee would have been laid off, or a time period during which the employee was physically unable to perform the employee's normal job duties.

**ARTICLE XIII**

**NO STRIKE - NO LOCKOUT**

**Section 1.** The Union agrees that during the term of this Agreement there shall be no strikes, sympathy or otherwise, unscheduled work stoppages, picketing or picket lines, slowdowns or any other interruptions of Center functions or suspensions of work by the officers or representatives of the Union or by any employees covered by this Agreement, said items being individually and collectively referred to as an "interruption of work." The Center agrees that during the term of this Agreement there shall be no lockout.

**Section 2.** The Union, in the event of a violation of this No Strike - No Lockout Clause shall notify, without delay, the employees in the bargaining unit who are involved in said activities to cease immediately said activities and to return to work or suffer possible disciplinary action as provided for in this Article. The Union further agrees to act promptly through its officers, stewards and representatives to use all efforts at its command and within its power to terminate promptly any such interruption of work.

**Section 3.** Any individual employee or group of employees who violates or disregards the provisions of this No Strike - No Lockout clause may be summarily disciplined or discharged by the Center without liability on the part of the Center. The Union has the right to grieve whether or not the employee was involved, instigated or participated in such activity and if the arbitrator finds the employee was involved or did instigate or participate in said action, the Center's disciplinary action as to such employee shall stand.

**ARTICLE XIV**

**DISCHARGE AND DISCIPLINE**

**Section 1.** Employees shall only be discharged or disciplined for just cause. Causes for discipline and discharge include violation of reasonable Center rules, the terms of this Agreement or for other just cause.

**Section 2.** Discipline or discharge will vary depending upon the seriousness of the case and upon the past record of the individual involved. The Center maintains an Employee Handbook which outlines its disciplinary procedures, but all discipline shall only be for just cause.

**Section 3.** Disciplinary actions older than twelve (12) months may not be considered when advancing discipline or in making promotions or transfers within the bargaining unit.
Section 4. For the purpose of this section, abuse and neglect is defined as follows. Abuse includes striking or aggressively handling a patient or committing a sexual offense against a patient. Neglect includes not maintaining the physical environment, such as not attending to a patient’s need for food, water, medication or physical health care. When the Center conducts an investigation pertaining to the alleged abuse or neglect of a client, which could result in the disciplining of a bargaining unit employee, during the investigation, and prior to making any final decision to discipline the employee, the Center shall request a signed release from any client upon whose testimony the Center is basing its disciplinary decision to provide for an interview with the client at which one union steward shall be present. If the client agrees to the release, the interview shall take place prior to the Center making its disciplinary decision and, during the interview, all questions will be directed to the client by a Center official who is not the direct supervisor of the employee or the director in the program in which the employee works. Any documentation relevant to any disciplinary action taken against an employee, including client interviews, shall be provided to the employee and designated Union Steward for review, with identifying information removed for clients who have not executed a release. If a client declines to sign the release, the Center may proceed with disciplinary action, but during the grievance process, including arbitration, the Center shall be limited to producing only the documentation that was provided to the Union and shall not call the client to testify.

ARTICLE XV
UNION STEWARDS AND OFFICERS

Section 1. The Union may select up to 18 Stewards to represent employees working out of covered center facilities. The number selected shall be not more than one each from Phoenix, Fredericks, Stepping Stone, Residence, Rose, Lakeside, Ridgewood, Lake Park, Campagna, Regional Health Clinic; two from MOPS, and three each from Stark and Strawhun. The Union shall advise the Center of the names of all Stewards, and their facility, and shall notify the Center of any changes to the Stewards during the term of the Agreement. A steward may service a facility other than their own when a facility steward is not available, but only after informing their supervisor of the need. The time spent in such activities shall count toward the monthly allowance. When a steward leaves the employment of the Center, the Center will, upon notice from the Union identifying another steward, allow named steward to service the affected facility for a period of not more than 30 days from the date the departing steward notified the Center of their departure to allow for the Union to elect a successor for the impacted facility.

The duties of the Steward shall include acting as the representative of the Union employees on all matters as determined by the employee and the Union. The parties agree that the stewards each have full time work to perform and that productive labor relations require the active participation of Stewards. Except as otherwise provided in the contract, it is understood that all Union business shall be conducted
on non-work hours which shall include breaks and lunches as they are regularly scheduled for that employee or department.

Section 2. Stewards and affected employees shall be released with pay to attend grievance meetings with the Center, which shall be scheduled for mutually agreeable dates and times. This release shall be granted after receiving approval of the steward’s supervisor (which approval will not be unreasonably withheld) and notification to the supervisor of affected employee, provided that such discussion shall not exceed a reasonable period of time and it shall not unreasonably interfere with normal Center operations.

Stewards shall also be released during normal working time to investigate grievances. Stewards released to investigate grievances shall be compensated for by the Center up to a maximum of eight (8) hours per month, per steward. This provision for release time shall apply to no more than eighteen (18) stewards, with no more than one (1) steward from any one worksite of the Center other than the Merrillville Outpatient Program (2), Stark Building (3) and Strawhun Building (4). Normal working time spent by Union stewards investigating and processing grievances pursuant to the provisions of Article XII Grievance Procedure shall be compensated for by the Center up to a maximum of twenty-four (24) hours per month combined for all stewards, but time meeting with the Center shall not be counted against this total. The steward’s release shall be granted after receiving approval of the steward’s supervisor (which approval will not be unreasonably withheld) and notification to the supervisor of affected employee. Productivity standards will not be adjusted for stewards because of the rights set forth in this article.

Section 3. The Center and the Union agree that accredited representatives of the Union, after giving reasonable notification and having received authorization from the Center, which authorization shall not be unreasonably withheld, will be permitted to enter designated portions of the Center’s facilities with the understanding that they will not interfere with the work of the Center. Authorized personnel utilizing the provisions of this Section shall always check into the office of the Center upon entering the premises and shall always check out through the offices of the Center upon leaving the premises.

Section 4. The Union shall notify the Center in writing as to the Union officers, committeemen and stewards, and shall keep the Center informed of any changes.

Section 5. The Center shall incorporate as part of its regular new employee orientation for employees covered under this agreement, a one-hour orientation to the Union and Union issues (including contract language). A member of the Union, selected by the Union, shall conduct this part of the orientation, and shall be released with pay at a time determined by the Center. The Union shall not present information during the orientation which disparages the Center, and upon the Union’s request, the Center’s representative(s) shall excuse themselves from this Union orientation.

Section 6. Stewards shall be released to attend authorized meetings and trainings with Union representatives during normal hours without loss of pay as provided for in this section, or at the
option of the Center, their schedule will be adjusted provided that the employee can make up the released time within the same pay period. Each steward and Committee chair designated by the Union shall be released with pay for two (2) hours each month to attend authorized meetings.

Meeting space will be provided at the Center so that these meetings can be held. Stewards and committee chairs shall be released in accordance with this Section provided that the collective release time shall not exceed seventy-two (72) hours in each calendar year. Productivity standards will not be adjusted for stewards because of the rights set forth in this section.

Section 7. No more than two (2) bargaining unit employees elected to a position as a Union officer or elected to the Executive Board or Executive Council of the Local shall be granted time off without pay or shall have his or her schedule adjusted to permit his or her participation at one (1) meeting a month. The Union shall provide the Center with fourteen (14) days’ notice in advance of the Executive Board or Executive Council meeting.

Section 8. The Union stewards shall be provided with one locked file cabinet at the Stark center and one locked file cabinet at the Strawhun Center, and a voice mailbox to which only the Union has access.

ARTICLE XVI
UNION COOPERATION

Section 1. The Union and the Center agree to cooperate in maintaining and improving safe working conditions and practices, improving the cleanliness and good housekeeping of the Center’s facilities and caring for the equipment of the Center.

Section 2. The Center and the Union agree to cooperate in correcting inefficiencies of members which would otherwise necessitate disciplinary action.

Section 3. The Union and the Center recognize the need for conservation and the elimination of waste and agree to cooperate in suggesting and practicing methods in the interest of conservation and waste elimination.
ARTICLE XVII

JOB DESCRIPTIONS

Section 1. The Center will notify the Union of any new or modified job description and make a copy of any new job description or any modified job description available to the Union. Additionally, the Center agrees to provide each supervisor with a complete set of job descriptions for his/her program(s). Employees desiring information on job descriptions will be instructed to obtain it from their supervisor and, if they want a copy of a particular job description, it will be made available to them.

ARTICLE XVIII

WAGES

Section 1. The salary ranges are set forth in Exhibit "A" which is attached hereto and made a part hereof. The rates of pay in Exhibit "A" shall remain in effect for the period stated, except as adjusted by other Articles of this Agreement. Notwithstanding the foregoing, the Center reserves the right to hire in new employees at rates higher than the minimums set forth in Exhibit "A" provided that if the agency hires an employee at a higher rate it will provide the Union with a monthly report stating the name of the new employee, the classification, the rate of pay and the experience for which the newly hired employee has been credited. The Agency shall continue its current practice of using a guide which credits newly hired employees with past relevant experience but assures that no employee will have a starting salary greater than the midpoint between the minimum and maximum rates set forth in Exhibit "A".

Section 2. Employees will receive an increase in pay equal to three percent (3%) of their current base rate. The increases will be given to employees on record as of that date, to be effective the first full pay period in October. Merit-based increases of up to 2% in October 2016, October 2017, October 2018, October 2019 and October 2020 will be given if fiscal performance in the previous fiscal years (FY16, FY17, FY18, FY19) is positive, in the amount of 60% of each dollar gain.

If an employee’s annual increase as set forth in this Article would exceed the maximum rate of the employee’s classification, the employee’s wage rate shall be raised only to the maximum rate and the employee shall be paid a lump sum amount equal to the annualized difference at the beginning of the contract year.

Section 3. When an employee is transferred, as a result of a job bid, to a higher grade classification, the employee's compensation shall be increased to at least the minimum rate of the new
pay grade but not less than $500.00 on an annual basis except that in no event shall the maximum rate of the new pay grade be exceeded.

Section 4. When an employee is transferred as a result of a job bid within his own grade classification the employee's compensation shall remain the same.

Section 5. When an employee is transferred as a result of a job bid to a lower grade classification, the employee's compensation shall be the same percentage above the minimum rate for the new classification as the employee's old job rate was a percentage above the minimum of the old classification.

Section 6. There shall be a shift premium for the night shift of $1.00 per hour for RN, LPN, QMA, Custodian, Maintenance, Residential and Emergency Services employees and there shall be an evening shift premium of $.75 cents an hour for LPN’s, QMA, Custodian, Maintenance, Residential and Emergency Services employees. As used in this Agreement, the payment of the shift differential will be governed by the shift where the majority of the hours are worked. In the event of an employee working a double shift (or any case of more than 8 hours) working 4 or more hours in a premium shift will result in the rate for that shift being applied. On the weekends, the RN premium shall be $.75 per hour for days, $1.05 for evenings and $1.25 for nights per hour.

Section 7. Any employee who, during the course of their regular work day, is asked to use any language skills for the purpose of translation shall be paid a $1.00 differential for each hour worked when they perform translation services.

Section 8. In the event that a new job classification is created or an existing job classification is substantially modified, the Center shall give notice to the Union and shall provide the Union with a copy of the new or revised job description. This notice shall be provided at the time that the new or revised position is posted or no less than five (5) workdays prior to the implementation of the revised duties for existing employees.

The rate of pay for the new or substantially revised classification may be established by the Center in accordance with this Section. Such rate shall be discussed with the Union in advance of its posting or its implementation with the object of obtaining an agreement thereon. The Center may then install the rate with or without an agreement. When installed pursuant to an agreement, no grievance may be filed with respect to such rate. When installed without agreement, the employee or employees affected or the Union may, within thirty (30) days of such installation, present a grievance protesting the rate. The sole grounds for any grievance protesting a rate shall be that the rate does not bear a proper relationship to existing rates. If no grievance is filed, or upon the settlement of any grievance, the new rate shall become a part of “Exhibit A” and shall not thereafter be subject to challenge under the grievance procedure.

Section 9. Direct Deposit: All employees’ paychecks are required to be directly deposited into a banking institution of their choice.
ARTICLE XIX
HOURS AND OVERTIME

Section 1. This Article shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week, and its only intent is to provide a basis for computing overtime pay.

Section 2.

A. Eight (8) consecutive working hours, excluding lunch periods, shall constitute a regular workday.

B. The regular workweek of the Center shall be from Monday through Sunday inclusive.

C. (i) A stated hour for reporting for work shall be given each employee.
   (ii) In scheduling hours of work, the Center will take all reasonable steps to schedule 16 hours between shifts, but it is understood and agreed that it may not be practical to schedule such 16 hours between shifts in the cases of weekend shift changes, sickness, shortage of staff, or in emergency cases.

D. The normal working schedule for each facility will be posted at each facility.

E. Every employee shall be entitled to a lunch period, without pay, of up to one (1) hour.

F. The Center operates on a 7-day work schedule with some facilities being operated on a 24-hour basis. The Center will post shift schedules 14 days in advance, but retains the right to change posted schedules with less notice if situations arise necessitating such changes.

G. Notwithstanding the above, the Center shall have the right to determine the schedule for the hours and shifts to be worked per day and per week. The work schedule, workday and shifts may be changed from time to time to meet varying needs of the Center's operations. A workday, work shift schedule of 4/12s, 3/12s, shall only be considered for a 7-day operation. When scheduling 7 day operations, the Center will endeavor to schedule employees so that they will have two (2) consecutive days off in a week and two (2) weekends in a month. In the event the Center changes the regular time scheduling for any facility or employee, it shall, where operationally feasible, make said changes known at least three (3) days in advance of the date such changes are to become effective. If the Center changes a starting or ending time by two or more hours, twenty-eight (28) days advance notice shall be provided to the Union and to affected employees, and the Center shall meet and discuss the changes with the
Union within the twenty-eight (28) day period, if the Union so requests. In the event of staff illnesses or other emergencies, management has the right at any time to make appropriate individual schedule changes to handle said problems and in such cases the Center shall give as much notice as is reasonably possible to the affected employee.

Section 3. For hourly paid employees, one and a half (1-1/2) times the basic hourly rate of the employee shall be paid for all hours worked in excess of forty (40) hours per week.

Section 4. PTO days and holidays, which occur during a forty (40) hour work week, will not be counted in calculating overtime for that work week.

Section 5. Overtime or other premium payment shall not be duplicated or pyramided for the same hours worked. An employee’s schedule will not be changed or their regularly scheduled hours reduced to avoid the payment of overtime. All overtime must be authorized in advance by the employee’s supervisor.

Section 6. The Center shall have the right to assign reasonable additional work where needed to assure proper client care or to carry out the efficient operation of the Center’s business. Employees will be expected to perform any reasonable amount of additional work assigned to them. Employees will, if possible, receive two (2) hour's advance notice of overtime. In the event that a non-management staff in any 24-hour/day, 365-days/year program must involuntarily remain at work to cover an open shift following a regularly scheduled shift, that employee will be paid the greater of overtime or $50 per 8-hour extra shift.

Section 7. Overtime work shall be assigned in accordance with the requirements of the Center as follows:

A. Overtime shall be offered to employees in order of seniority on a rotational basis, beginning with the most senior member of a work unit. If an employee declines the overtime, the Center shall go down through the list and offer the overtime opportunity to the next most senior employee.

B. Provided that the Center has adequate notice, the Center will notify employees who are eligible for overtime under Section A of the availability of the overtime opportunity, which shall include calling employees at the phone number(s) that has been provided to the Center.

C. In the event that there is no employee who accepts the overtime work pursuant to Section A, the overtime work shall then be assigned in reverse order of seniority on a rotating basis.

D. All supervisors shall keep records of overtime work performed and shall be responsible for securing overtime coverage.
Section 8. Holiday shift coverage – For programs that require 24-hour coverage, the department shall, no later than June 1 of each year, have an arrangement amongst and by the staff that coordinates which employees will be working the holidays recognized in other sections of this agreement, for the period of June 1 to May 31. If the department is unable to reach consensus on the schedule the following procedure shall be implemented: A rotating system based on seniority, with more senior employees first being offered the shifts and less senior employees being required to work them in reverse seniority order. At no point should an employee be forced to work the same holiday they worked in the previous year unless they so choose.

*Should this system result in shifts not being covered and/or an increase in interpersonal (employee discontent) issues in a department, the Agency may step in and address holiday coverage.

Section 9: Departments that may be subject to low census must first consider seniority for the entire unit. The least senior employee shall be first to receive a low census cancellation with the next least senior employee being the next person to receive a cancellation the next time one is merited. If an employee takes a low census cancellation, they will be offered the first available open shift in their unit or a different department provided they qualify to perform the duties necessary for that position and the requirements set for in section 7 have already been enacted for the different department.

ARTICLE XX

JOB PREFERENCE

Section 1. An open position shall be defined as a position covered by this Agreement in a wage classification that requires additional personnel. When the Center determines that open positions are to be filled other than on a temporary basis, the open positions shall be filled as provided for in this Article.

Section 2. The Center recognizes the right of seniority employees, in line with their Regional Mental Health Center wide seniority to seek work in another wage classification. Openings in wage classifications for positions covered by this Agreement shall be filled in the following manner:

A. The Center shall post a notice on the bulletin board at each facility when a vacancy is to be filled. This notice shall state the salary range for the position. The notice shall remain posted for not less than five (5) working days.

B. Employees of the Center who have completed 6 months of service may bid for said vacancy by signing said notice. In the event no bid by a qualified employee with over 6 months’ seniority is submitted, the Center may transfer employees with less than 6 months’ seniority to said vacant position or hire from the outside to fill said position as the Center deems appropriate. Employees with less than 6 months’ seniority may submit a Preference Application to show an interest in being considered for such position. Before hiring from the outside the Center will consider all such Preference Applications filed but the decision of the Center will be final.
(i) Employees shall be able to bid for a position in any other wage classification.

(ii) Where there is a vacancy in a wage classification, an examination of all bids to said wage classification shall be made. If a qualified (which includes experience with targeted population and/or transferable skills, as reasonably determined by the Center and not being under a corrective action plan) employee has bid the vacancy, the employee shall be assigned the vacant position. If more than one (1) such qualified employee bids the vacancy, the bid of the qualified employee with the greatest seniority shall be accepted. If no qualified employee bids the job, the Center shall have the right to hire a qualified employee or to fill said job from among those remaining employees who have bid for said job. In so doing the Center shall review the abilities, attitude, educational achievements and experience of those interested. The Center shall select the person it deems to be the candidate and so award the job.

(iii) Employees awarded an open position as provided for above shall not have the right to register for another job transfer pursuant to this Job Preference Article for a period of twelve (12) months thereafter.

Section 3. The Center agrees that when an employee moves to a job in a higher wage grade by virtue of filling a vacancy in accordance with the terms of this Article, the Center will give to the employee filling the vacancy a reasonable time (not to exceed ninety [90] days) to satisfactorily perform said job. In the event that the employee is not able to show satisfactory progress toward attaining said proficiency or is not able to achieve such within a reasonable period of time, the employee will be returned to the position that said employee held prior to accepting said job preference offer. If the employee is so returned, such employee will not be eligible to bid again for twelve (12) months.

Section 4. The Center agrees that in the event it creates new wage classifications it will give written notice of said new classifications, including a description of the job, to the Union no less than five (5) workdays prior to the filling of vacancies in said wage classifications. Employees may file a request to fill vacant positions in said wage classifications in accordance with the provisions of this Article during the five (5) workday period. The rate of pay for said new classification shall be established by the Center. Such rate will be discussed with the Union in advance with the object of obtaining its agreement thereon. The Center may then install the rate with or without agreement. When installed pursuant to agreement, no grievance may be filed with respect to such rate. When installed without agreement, the employee or employees affected or the Union may within thirty (30) days of such installation present a grievance protesting the rate. The sole grounds for any grievance protesting a rate shall be that the rate does not bear a proper relationship to existing rates. If no grievance is filed, or upon the settlement of any grievance, the new rate shall become a part of "Exhibit A" and shall not thereafter be subject to challenge under the grievance procedure.
ARTICLE XXI
SHIFT PREFERENCE

Section 1. Departmental seniority will govern preference of shift, whenever practical and in consideration of having an appropriate blend of experienced staff to efficiently run the shift in accordance with the following procedure. The application of department seniority shall be limited to the bidding of shifts within a department.

Section 2. One (1) time per calendar year, during the first two weeks of January, all bargaining unit employees shall be given the opportunity to state, in writing to their supervisor, their (the employee’s) shift preference. Should an opening in a requested shift occur during that year, the employee’s stated preference shall be considered to be their written application. Employees coming into the job type after the sign up period shall be given the chance to state a shift preference for the remainder of the year.

Section 3.

A. The Center and the Union further agree that the Center shall have the right to fill any open job with probationary employees during the term of their probationary period and that the right of employees to make a shift transfer as set forth in Section 2 of this Article shall be subject to the Center's right to utilize probationary employees on any job or any shift during the period of their probationary status.

B. The Center also has the right to train an employee who is granted a job preference request as outlined in Section 4 for up to 180 days on any shift. The right of the employee to make a shift transfer as set forth in Section B of this Article shall be subject to the employee completing this training period in 180 days or sooner, as determined by the Center.

Section 4. In the event there is a job opening for which a shift preference and a job preference request could each filled, the provisions of this Article shall prevail and shift preference transfers shall be filled before job preference transfers.

ARTICLE XXII
PART-TIME EMPLOYEES

Section 1. A regular part-time employee is an employee, either salaried or hourly, who works less than 40 hours per week but more than 20 hours per week on a continuing basis.
Section 2. A temporary full-time employee is an employee employed for a period normally not in excess of 90 days, who works 40 hours per week.

Section 3. A temporary part-time employee is an employee employed for a period normally not in excess of 90 days, who works less than 40 hours per week.

Section 4. Regular part-time employees, who work more than 30 hours per week, shall receive the same fringe benefits, but pro-rated based on hours worked, as regular employees.

Section 5. Temporary full-time and temporary part-time employees shall not receive fringe benefits unless specifically set forth otherwise. The Union will be notified when such temporary employees are hired.

Section 6. Temporary full-time and temporary part-time employees shall have no seniority and may be disciplined, suspended, transferred, demoted, have their schedule changed or be discharged by the Center at any time.

Section 7. Regular part-time employees shall obtain seniority as provided in Article IX. Separate seniority lists shall be maintained for regular part-time employees. When a regular part-time employee becomes a regular employee, the employee's part-time seniority shall be converted to regular seniority by adjusting the part-time seniority date to a new seniority date based on the percentage of part-time work that the part-time employee was regularly working. For example, if a part-time employee was regularly working 50% of the time, the employee's regular seniority date would be converted to 50% of the employee's part-time seniority.

ARTICLE XXIII
EXEMPT EMPLOYEES

Section 1. The term "exempt" employee as used in this Agreement means an employee within the bargaining unit who is exempt from the overtime provisions of the Fair Labor Standards Act, as amended.

Section 2. The exempt or non-exempt status of a job shall be set forth in Exhibit A, the Center policies or in postings for job vacancies.

Section 3. The provisions for overtime pay or premium pay as set forth in this Agreement shall have no application to exempt employees.

Section 4. Compensatory time off shall be granted to exempt employees in the following cases:
A. Where an exempt employee in a department with a seven-day work schedule works a sixth or seventh day in the employee's regular scheduled workweek.

B. Where a residential or emergency services exempt employee works overtime of 1/2 hour or more on a daily basis, compensatory time off shall be granted for all hours worked over 8.

C. Where an outpatient exempt employee works previously authorized overtime of 1 hour or more in a day, compensatory time shall be granted for all hours worked over eight (8).

D. When an employee is scheduled for 8-1/2 hour and when the employee is not given the opportunity for a 30-minute lunch break during said period of time, the employee will be granted 30 minutes of compensatory time.

ARTICLE XXIV
CALLBACK AND REPORT FOR WORK PAY

Section 1. Employees called back after working their regular scheduled shift shall be paid the overtime rate, if applicable, but in any event not less than two (2) hours wages at the employee's straight rate time.

Section 2. Employees who report to work at the regular starting time on their shift when they have not been given one (1) hour notification individual or by telephone, radio or television announcement prior to the starting time for their shift, and for whom work is unavailable, shall be provided with three (3) hours work or three (3) hours pay in lieu thereof in the event the employee is prevented from performing the work the employee normally performs, or the Center closes the facility, or any part thereof, as a result of fire, storm, strike, riot, civil commotion, compressor breakdown, utility failure or similar emergencies, or for any other condition beyond the control of the Center.

ARTICLE XXV
HOLIDAYS

Section 1. Employees, at the time of recognized holidays, shall receive eight (8) hours pay at their straight-time rate for the following recognized holidays, regardless of the day of the week on which they fall, provided that such employees work the regularly scheduled hours on the last scheduled workday immediately prior to the holiday and the regularly scheduled hours on the first scheduled workday immediately after the holiday. Employees will be considered to have met these requirements in the following situations:
A. Employees who have worked any hours of the week on which the holiday falls, and who are laid off during said week shall be entitled to receive holiday pay.

B. Employees who have worked any hours during the week in which the holiday falls, but who are unable to fulfill the requirements listed above as the result of an occupational accident of the type covered by workers' compensation or of an accident or illness supported by a doctor's certificate when requested by the Center, shall be considered to have met the limitations set forth above.

C. The recognized holidays and the days that they will be celebrated are as identified on page 31 of this Agreement.

D. Since holiday pay is for eight hours, hourly employees who regularly work more than eight (8) hours in a day must take vacation or personal time to make up the difference between holiday pay hours and the number of hours they would have worked had they not been scheduled off for the holiday.

**Section 2.** Should a holiday fall within an employee's approved vacation period, the employee shall be paid the employee's regular straight-time rate for such holiday.

**Section 3.** Should a holiday fall within a salaried employee's regular day off, the salaried employee will be given a compensatory day off.

**HOLIDAYS**

<table>
<thead>
<tr>
<th>Holidays</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>24 HOUR OUTPT</strong></td>
<td><strong>24 HOUR OUTPT</strong></td>
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<td>New Year's Day</td>
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<td>Tues 1/1/19</td>
<td>Wed 1/1/20</td>
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<td>Mon 1/21/19</td>
<td>Mon 1/21/19</td>
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<td>Independence Day</td>
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<td>Thursday 7/4/19</td>
<td>Fri 7/3/20</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Mon 9/2/19</td>
<td>Mon 9/2/19</td>
<td>Mon 9/7/20</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thurs 11/22/18</td>
<td>Thurs 11/28/19</td>
<td>Thurs 11/28/19</td>
</tr>
<tr>
<td>Day After Thanksgiving</td>
<td>Fri 11/23/18</td>
<td>Fri 11/29/19</td>
<td>Fri 11/29/19</td>
</tr>
<tr>
<td>Christmas Eve*</td>
<td>Mon 12/24/18</td>
<td>Mon 12/24/18</td>
<td>Mon 12/24/18</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Tues 12/25/18</td>
<td>Tues 12/25/18</td>
<td>Wed 12/25/19</td>
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*Center will close for full day with use of 4 hours mandatory PTO.
Section 4. If the hours of work of any employee fall within any hours of a recognized holiday, the employee will receive holiday pay for all hours worked on the shift.

Section 5. The Center shall use its best efforts to accommodate employees who desire to be off on recognized religious holidays, but such time off will be without pay.

Section 6. Hourly employees who work on one of the above listed holidays shall be paid one and a half (1-1/2) their straight-time rate for hours worked on that day, plus their holiday pay.

Section 7. When a residential exempt employee works on a day celebrated by the Center as a holiday, compensatory time of one and one-half (1-1/2) shall be granted for all hours worked.

Section 8. When an outpatient exempt employee works on a day celebrated by the Center as a holiday, compensatory time shall be granted for all hours worked.

ARTICLE XXVI
TAKING COMPENSATORY TIME OFF (EXEMPT EMPLOYEES)

Section 1. Earned compensatory time should be taken as soon as possible, and will be scheduled by mutual agreement between the employee and supervisor. However, the supervisor retains the right to deny compensatory time off or schedule an employee to take compensatory time off when necessary to prevent disruptions in the operations of the Center.

Section 2. When a supervisor is notified that an employee has accumulated more than 80 hours of compensatory time, the supervisor and employee will make every effort to schedule sufficient time off so that within two (2) weeks the employee has no more than 80 hours of compensatory time. If within two (2) weeks after notification, the employee's compensatory time balance is still over 80 hours, the employee will be paid for compensatory time in excess of 80 hours at the rate of 1-1/2 times the employee's hourly rate.
ARTICLE XXVII  
PAID TIME OFF (PTO)

Section 1. Accrual: All employees who regularly work 20 hours per week or more are eligible to earn PTO according to one of the following schedules:

<table>
<thead>
<tr>
<th>EXEMPT EMPLOYEES</th>
<th>NON-EXEMPT EMPLOYEES</th>
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<tbody>
<tr>
<td>Year of Employment</td>
<td>Hours Full-Time Bi-Weekly Accrual</td>
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<tr>
<td>1</td>
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<tr>
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Employees who work less than 40 hours per week will accrue PTO based on their full-time equivalent.

Section 2. Taking PTO: An employee’s PTO must be approved by the supervisor. All vacations will be scheduled taking into account Center operations, with due consideration given to the employee’s preference. When multiple PTO requests are received at the same time for the same time period, preference will be given in order of seniority. However, a more senior employee may not overrule the PTO request of a less senior employee for the same period if the request of the less senior employee was submitted first.

Request for use of PTO will not be considered more than 120 days in advance of requested date. Employees will receive a response to PTO requests within 14 days of date of submission request. Failure of a supervisor to meet response deadline will not automatically result in approval of the request, but should be brought to the attention of the supervisor’s supervisor. In the case of requests for popular dates (i.e. holidays), employees may have their requests denied with instructions to resubmit at a prescribed future date so all requests can be given due consideration.
The Center shall not arbitrarily limit the length of a PTO if the employee has accrued sufficient time and the PTO is requested in accordance with the terms of this Section. Notwithstanding the above, the Center reserves the right to close all or part of its facilities for PTO purposes up to a maximum of one week. In such event it will announce the date of its closing no later than April 1st of each calendar year.

Employees may take PTO, if approved, up to the total amount accrued, after having been employed for at least three (3) months.

Any accrued PTO not taken in an anniversary year can be carried forward to the following anniversary year; however, the maximum number of hours carried forward from one year to the next may not exceed 250. PTO in excess of 250 hours may be carried over if the overage is a result of the supervisor denying PTO. This exception must be approved by the director.

Section 3. Payout: When an employee terminates employment or becomes ineligible for PTO accrual, his accrued vacation will be paid out to him on the next regular payday, to a maximum of 240 hours.

ARTICLE XXVIII
REST PERIODS

Section 1. All employees shall be given a fifteen (15) minutes rest period during the first half of their shift and a fifteen (15) minute rest period during the second half of their shift.

ARTICLE XXIX
SNOW EMERGENCY DAYS AND FUNERAL LEAVE

Section 1. Snow emergency days: The Center reserves the right to determine when it shall close the Center as the result of a snow emergency.

A. In the event the Center closes the facilities due to a State of Indiana declared snow emergency, employees will be paid their regular rate.

B. An hourly employee who is required to work on a day when the Center is closed due to State of Indiana declared snow emergency, will be paid at the rate of one and one-half (1-1/2) times his hourly rate for all hours worked during the period of the Center's closing. Exempt employees, who work in such cases, shall be given compensatory time off equal to 1-1/2 times hours worked.
C. If an employee is not able, because of snow or other threatening weather, to work on a day when the Center is officially open, the employee will be required to use PTO time available to them; if none is available they will go without pay.

Section 2. Funeral Leave

A. In the event of death in the immediate family of a non-probationary employee, which includes father, mother, grandparent, spouse, sibling, child, step-parent, grandchild, person acting in loco parentis, or parent-in-law, the employee will be granted leave with use of PTO, not to exceed three (3) consecutive working days, one of which must be the funeral day. Employees shall be entitled to a paid leave of one (1) day, the day of the funeral, to attend the funeral of the employee's brother-in-law or sister-in-law. If the employee has no PTO available, they will be allowed to use future PTO time to be accrued to cover the needed time off.

B. Supervisors are encouraged to grant employees leave without pay, if requested, to attend funerals of other deceased relatives.

A statement from the funeral director, or other suitable certification, attesting to the identity of the deceased and the date of funeral may be requested by the supervisor upon the employee's return.

ARTICLE XXX
PENSION

Section 1. The Center agrees to maintain a pension program for the bargaining unit employees throughout the end of the contract.

Section 2. The Center shall make all contributions to said pension program when required by the program.

Section 3. All employees are eligible to participate once they have served an eligibility period (12 months and 1000 hours of service during a 12-month period), including all time worked when the Regional Mental Health Center - North Township facilities (RMHC-N) of the Center operated under the name TCCCMHC. Participation commences on the July 1 or January 1 after the eligibility wait period has been satisfied.

Employer match and profit sharing payments are contingent on the employee completing 1000 hours of service during any calendar 12-month period of time AND continued employment as of 12/31 of any year.

Section 4. The Center shall develop a schedule of vesting that provides for 20% employee ownership of all account contributions made to the employee's account by the employer after 24 months of employment including all time worked when the Regional Mental Health Center - North...
Township facilities (RMHC-N) of the Center operated under the name TCCCMHC, 40% ownership after 36 months of employment including all time worked when the Regional Mental Health Center - North Township facilities (RMHC-N) of the Center operated under the name TCCCMHC, 60% ownership after 48 months of employment including all time worked when the Regional Mental Health Center - North Township facilities (RMHC-N) of the Center operated under the name TCCCMHC, 80% ownership after 60 months of employment including all time worked when the Regional Mental Health Center - North Township facilities (RMHC-N) of the Center operated under the name TCCCMHC, and 100% ownership after 72 months of employment including all time worked when the Regional Mental Health Center - North Township facilities (RMHC-N) of the Center operated under the name TCCCMHC.

Section 5. Effective for the plan year ending December 31, 2009, the contribution shall be 7% of the employee's compensation paid for the previous fiscal year.

Section 6. Contributions are calculated using W-2 (calendar earnings) and would be made within 120 days after each December 31.

Section 7. The Center will establish a 401(k) plan in which employees will be automatically enrolled to make contributions. Employees will be eligible to commence participation in the plan on the January 1 or July 1 after the plan eligibility wait period has been satisfied (as described in Section 3 above). Employee contributions will qualify for employer match each year if the employee has worked 1000 hours and is still employed on 12/31. Employee contributions will be matched by the Center at the rate of 50% of the first 1% of employees’ earnings that are deferred by the employee. The employer match contribution will be made within 120 days after each December 31.

ARTICLE XXXI
INSURANCE

Section 1.

A. (i) For the term of this Agreement, the Center shall continue to provide employees group health insurance at the benefit levels set forth in Appendix B.
  (ii) The monthly premium amount paid by employees for coverage in 2016 will be:

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<table>
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<tbody>
<tr>
<td>EE</td>
<td>$184.22</td>
<td>$147.38</td>
</tr>
<tr>
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<td>$442.14</td>
<td>$368.46</td>
</tr>
<tr>
<td>EE + CH</td>
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<td>$318.72</td>
</tr>
<tr>
<td>Family</td>
<td>$603.52</td>
<td>$502.94</td>
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</table>
*If the spouse of an employee is eligible for coverage under another plan (i.e. – their employer) but opts instead to enroll in Regional coverage they will be assessed a 25% surcharge for this coverage.

(iii) In 2017 and 2018, employees premium cost will not exceed 20% for Employee only coverage and 25% for all other coverage’s, of the determined premium renewal rate for the year.

(iv) Each year the Center shall notify the Union of the health insurance renewal premium rates and the resultant amount of the employees’ premium cost. This notice shall be provided to the union no less than thirty (30) days prior to the implementation of the new rates.

(v) In addition, in any years where the actual cost of providing the insurance is less than the budgeted amount for the year, 50% of such difference will be distributed to all active staff enrolled in the health insurance program, including but not limited to bargaining unit members, in the form of a lump sum payment proportionate to their contributed premium during the measured year.

(vi) The Center will set up a Health Reimbursement Account (HRA) for each participant. The Center will annually fund the account with $500 for those employees selecting the employee only coverage and $1000 for all others. Amounts remaining in this account at the end of each plan year shall remain in the account and, in addition to the employer contribution for the new year, be available for employee use for health costs.

(vii) The Center will implement a wellness program that will include an annual health check program. The intent of this screen is to make sure the employee is aware of elevated risk factors they may have so they consider lifestyle adaptations or changes that might avoid, lessen, or control a serious health issue (diabetes, hypertension, obesity, asthma, etc.). This program will also involve provision of a wellness coordinator who can provide suggestions, coaching, encouragement, and information about achieving and maintaining wellness and positive lifestyle changes. Participation is voluntary and at no cost to the participant, however going through the screening process will result in a 20% reduction in the health insurance premium of the participant for the year following the screen.

(viii) Each year the Center shall notify the Union of the health insurance renewal premium rates and its calculation of the employee’s premium cost no less than thirty (30) days prior to the implementation of the new rates.

A. The Center will pay one hundred percent (100%) of the cost of employees’ group term life insurance.

B. Employees participating in the Center sponsored group health insurance program shall be required to participate in the life insurance program. Employees electing not to participate in the Center sponsored group health insurance program shall be entitled to participate in the Center sponsored life insurance program.
Section 2. If an employee is laid off for lack of work, the Center shall pay the premium, as specified above in Section 1, for one (1) full month following the month the employee is laid off for lack of work.

Section 3. When an employee is on an approved Family/Medical Leave, the Center shall pay its portion of the premiums as specified in Section 1, for the entire period of the leave. If an employee is not eligible for Family/Medical Leave, the Center shall pay the premiums as specified in Section 1, for two full months following the month in which the non-Family/Medical Leave commenced.

Section 4. When an employee is on a personal leave, the Center shall pay the premium, as specified in Section 1, for only the month in which the personal leave commences.

Section 5. An employee may elect to continue health coverage under the following circumstances, in accordance with the Consolidated Omnibus Budget Reduction Act of 1986 (COBRA). Detail is contained in the Center’s employee handbook.

Section 6. All employees are required to sign an enrollment card to participate in the health insurance programs. For those employees who elect not to participate in the health insurance program, a statement of waiver must be signed by the employee. Should an employee fail to complete either of the above mentioned forms prior to the expiration of his initial 90-day probationary period, the employee will be discharged from employment with the Center.

Section 7. The Center shall have the right to select a different carrier of insurance company, to arrange for insurance coverage with a non-profit plan or organization, to arrange for accepted cost-containment measures, to utilize any combination of any or all such methods of health and medical coverage; provided, however, that in so doing the Center maintains quality of care equivalent to or better than that presently provided under the current plan; and provided further, that the new plan continues to pay for treatment of any pre-existing conditions covered by the former plan; and provided further, that the initial premium costs borne by the employee under any different method of insurance coverage selected shall not exceed the premium costs paid by the employee under the policy or plan in effect at the time of the selection of the different method.

The Center, before making any of the changes set forth above, shall consult with the Union and seek its advice and recommendations.
ARTICLE XXXII
HEALTH CLUB MEMBERSHIP

Section 1. For every employee who joins a health club, provides proof of membership and provides continuing documentation annually of attendance (at least 10 visits per month), the Center will pay the employee an amount equal to $20.00 per month. This amount will be included in the employee's regular paycheck. If an employee fails to provide the aforementioned documentation when requested, the Center may discontinue this additional pay at any time.

ARTICLE XXXIII
JURY DUTY

Section 1. The Center will pay an employee called for jury duty the difference between the employee's scheduled regular straight-time rate of pay for the period of jury duty and the payment received for jury duty, upon presentation of proper evidence as to jury service, and the amount of compensation received there from; provided, however that such employee shall report for work (to the extent reasonable and practical) during the hours of the employee's normal schedule upon being relieved from such jury duty to perform any available work that may be assigned to him.

Section 2. Employees shall only be entitled to jury duty make-up pay for work lost during the employee's 5-day standard workweek, and jury duty make-up pay shall not exceed eight (8) hours straight time pay in any one (1) day, nor ten (10) days in any consecutive twenty-four (24) month period.

Section 3. In the event an employee is subpoenaed to serve as a witness in a court case which is directly related to such employee's job function, the employee shall be entitled to receive regular compensation for such time, adjusted for any subpoena fees received, upon presentation of proper evidence of court service.

ARTICLE XXXIV
BULLETIN BOARD

Section 1. The Center agrees to place an enclosed bulletin board at an appropriate location in each facility on which the Union may post appropriate notices. Nothing shall be posted on the Union bulletin board unless it bears the signature of the Chief Steward or a Steward as designated by the Union. All unauthorized notices shall be removed.
ARTICLE XXXV

ADDRESSES AND TELEPHONE NUMBERS

Section 1. All employees must have on file with the Center their current address and a telephone number by which they can be reached. The Center may rely on said addresses and telephone numbers in notifying employees, as called for pursuant to the terms of this Agreement, and the Center will not be liable for any damages or pay in the event the Center cannot locate said employees at the address or telephone numbers on file with the Center.

Section 2. Center telephone lines are maintained for business calls. Employees are requested to discourage incoming personal calls, and to make outgoing calls, except in an emergency, during breaks or lunch time, or other time outside of working hours.

ARTICLE XXXVI

SPECIAL GRANT FUNDS

Section 1. Employees may be hired for specific positions which are supported by special financial grants from governmental or private agencies. Such employees may be regular or temporary or full time or part time and their employment conditions will be subject to the provisions of the Special Grant. Such employees will be eligible for employee benefits as explained to them at the time of their employment. In the event that grant funds and/or programs are terminated by the governmental, external funding source or private agency concerned, the facility will consider such employees for regular budgeted positions. The determination of whether an offer to transfer such employees to a regular budgeted position shall be determined solely by the Center.

ARTICLE XXXVII

UNION-MANAGEMENT COMMITTEE

Section 1. There shall be a joint Union-Management Committee composed of not more than three (3) persons selected by the Union and three (3) persons selected by the Center. The purpose of the committee is to meet and confer on matters of mutual interest, but which matters shall not be matters concerning the subject matter of a grievance, except upon mutual agreement of the Center and the Union. On all issues, the Union and the Center shall each be entitled to three (3) votes. Recommendations passed by a majority vote shall be referred to the Executive Director for consideration.
Meetings of the Union-Management Committee shall be held quarterly unless otherwise agreed, at a time that is mutually agreed upon by the Union and the Center. The party requesting the meeting shall prepare and submit to the other party a written agenda at least one (1) week in advance and both parties are free to add agenda items so long as the agenda is finalized at least three (3) days before the meeting (excluding weekends and holidays). Each item on the agenda will be addressed in the labor management meeting, and the Committee will make every effort to reach agreement on agenda items. Union representatives to the Committee shall be released without loss of pay for up to two hours to attend a meeting provided for under this Article, and this time period may be extended by mutual agreement of the parties.

ARTICLE XXXVIII
MISCELLANEOUS

Section 1. Medical Examinations: The Center reserves the right to require an employment medical examination to be taken, as a condition of initial employment. This examination shall be taken no later than the end of the probationary period. Where required the Center will pay the costs for the examination.

Section 2. Fidelity Bonds: Employees who handle funds and/or perform accounting functions are required to make application for a fidelity bond at the expense of the Agency.

Section 3. Retirement Age: The normal retirement age shall be the age established by applicable Federal Law.

Section 4. Center's Nepotism Policy: The Center's employment policy will not prohibit two or more members of the same family from working for the Center. However, one member of the family may not supervise or have administrative control or direction over another member of the immediate family.

Section 5. Workers Compensation: The Center insures all employees against occupational illness and accidental injury under the Workers Compensation Act of the State of Indiana.

Section 6. Unemployment Compensation: All employees who have been terminated or whose working hours have been reduced may be eligible for Unemployment Compensation benefits under the Indiana Employment Securities Act. The Indiana Department of Workforce Development is responsible for making determinations of eligibility for benefits under the Act.
Section 7. Social Security: All employees are covered by the Social Security Program of the United States government. Payroll deductions are made in accordance with the provisions set forth under the law.

Section 8. PLPD Insurance: The Center reserves the right to require employees to carry public liability insurance with not less than $100,000 - $300,000 limits and property damage insurance with not less than $50,000 limits for automobiles used on official Center business. Employees may be required to present their insurance certificate as evidence of compliance with the minimum coverage provided for herein. When the cost of an employee's insurance exceeds usual costs because of the job requirements, the Agency shall reimburse the employee for the difference in costs.

Section 9. Mileage:

A. Standard reimbursement for mileage incurred on behalf of the Center shall be set at the then prevailing IRS limit, and each time the IRS limit changes, for such reimbursable expenses. Mileage reimbursement will be available for any travel in personal vehicles incurred on non-regular working time for appropriately approved work functions.

B. In addition to mileage allowances as provided for in Section 9A:

(i) Employees who transport clients shall be paid an additional sum of five (5) cents per mile for the mileage involved in the transportation of said clients.

Section 10. Educational Program: The Center encourages the professional growth and development of its employees. The Center's Educational Assistance program shall be as determined by the Board of Directors and shall be set forth in the Center's Employee Handbook.

Section 11. Vehicles: The Center will take reasonable steps to provide vehicles which are safe, sanitary, in good repair and properly insured.

Section 12. Security: The Center reserves the right to implement appropriate security programs including ID (identification) card programs. Employees must comply with the provisions of said program.

Section 13. Performance Evaluations: The Center recognizes the confidential nature of performance evaluations and will take all reasonable precautions to limit access to such evaluations to a "need-to-know" basis.

Section 14. Union Meetings: It is agreed that Union members may hold meetings within the facilities as provided for by Center policy governing usages by outside organizations for similar
purposes. All requests are to be made in advance of the meeting date. The Center will endeavor to schedule the meeting place when requested, provided there is no conflict. However, the Center reserves the right to assign space as available.

Section 15. Employees may submit requests for release with pay to attend and/or to request reimbursement for continuing education programs related to their employment. In reaching a decision to honor the request, the center shall consider the center’s fiscal constraints, availability of opportunities for similar training, and the center’s and individuals’ clinical training needs.

Section 16. Employees shall receive reimbursement for fifty percent (50%) of the cost of tuition and related fees, up to $1,000.00 annually provided that:

- Notice is provided to the Center in advance of registering for the course.
- The course is for college or vocational education that is related to the employee’s current position or a future position at the Center.
- The employee is full-time and has been employed with the Center for at least one (1) year.

Section 17. The Local Union Representative shall receive copies of RMHC’s personnel policies and shall receive all changes or additions to said policies within 48 hours or as soon as possible after change or addition.

ARTICLE XXXIX
SCOPE OF AGREEMENT

Section 1. The parties acknowledge and agree that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for an incorporated in this Agreement. Therefore, the Center and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining with respect to such matters and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement. This Agreement contains the entire understanding, undertaking and agreement of the parties hereto. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modifications must be mutually agreed upon in writing and signed by both parties.

Section 2. The waiver or forbearance of any breach of condition of this Agreement by either party shall not constitute a precedent in future enforcement of all terms and conditions herein.
**Section 3.** Any rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application at any location other than the location of the facilities here involved unless otherwise required by law.

**Section 4.** In the event any federal or state law, government regulation or court decision conflicts with any provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding on the parties, but the remaining portions of this Agreement shall continue in full force and effect.

**ARTICLE XXXX**

**HEALTH AND SAFETY**

**Section 1.** The Center and the Union recognize the importance of a safe working environment, promoting occupational health and accident prevention, and the general elimination of hazards to health and safety in the work place.

**Section 2.** No less than four (4) employees designated by the Union and agreed to by the Center shall participate on the Center’s Safety/Risk Committee. The Center shall not arbitrarily reject an employee designated by the Union for the Committee. The Committee shall meet at least quarterly to 1) discuss general work area safety related items or concerns that are pending, or have come to the Committee’s attention from other sources, 2) to conduct a security and safety assessment at all facilities and programs, and 3) to address specific issues of health and safety which may be placed on the agenda by any Committee member or brought before the Committee by any employee. Employees designated by the Union shall attend these meetings on the same basis as other Committee members.

**Section 3.** Employees who are assigned to provide direct care to a client shall be notified if the client has a history of violence or aggression. Should an employee have reason to believe he/she is in a situation that is potentially unsafe or he/she is assigned a task that he/she has reason to believe is potentially unsafe he/she may request assistance from a supervisor. The Center shall provide the requested assistance in response to all reasonable requests.

All initial meetings, in-person assessments, and in-person intakes between clients and employees shall be conducted at a Center facility or another safe environment which may include a client’s residence if the Center and the assigned employee mutually agree that there are sufficient assurances of safety.

**Section 4.** The Center shall continue to provide training to employees on how to identify and defuse potentially violent situations, and direct care employees shall also be trained in non-violent crisis intervention. Employees who do not provide direct patient care shall also be permitted to attend the first day of non-violent crisis intervention training if they request. In the event of an incident of assault, the Center shall continue to provide counseling and support for the affected employee(s).
Section 5. The Center shall inform all employees who provide any type of direct patient care of any potential contagious, infectious, communicable or hazardous conditions involving any patients in order to safeguard against and/or prevent any spread or outbreak and to properly contain the situation. If any such situation is found at any of the Center’s facilities, the Center will take immediate steps and make every reasonable effort to address and correct the situation.

In addition, the Center shall provide all of the equipment, supplies and tools needed in order for employees to perform their work in a safe and efficient manner to provide for the health, safety and welfare of the patients and the employees.

ARTICLE XXXXI
PRODUCTIVITY STANDARDS AND INCENTIVES

Section 1. The Center and the Union shall meet to discuss and bargain over any proposed modifications to existing productivity and billing standards and/or the incentive criteria for any position or program or department. All affected employees shall receive written notice thirty (30) days in advance of any changes to existing productivity and billing standards and/or incentive criteria, after the completion of discussions with the Union.

Section 2. If an employee fails to satisfy the productivity standard, the Center shall meet with the employee to determine the reason and to provide the employee assistance to meet the standard in the future. In determining reasons for failing to meet productivity standards, the supervisor will consider the use of vacation and extended approved leaves. No employee shall be disciplined for failing to meet the incentive provided they have met the productivity standard.

Section 3. Employees shall be permitted to schedule up to four (4) hours a week for the completion of paperwork and billing, subject to supervisory discretion on when during regular hours the time can be scheduled.

ARTICLE XXXXII
SCHOOL PROGRAM THERAPISTS

Section 1. C&A School Program Therapists shall work a ten (10) month schedule.

Section 2. Employees who work a ten (10) month schedule shall be paid over twenty-six (26) bi-weekly pay periods, and their compensation shall be pro-rated based on the following formula:

- Scheduled hours of work under 10-month schedule (43 * 40) + 64 (holiday hours) + Pro-rated vacation hours = Credited Hours
• The Pro-rated vacation hours are calculated by taking .827 (43 weeks worked/52) * the annual vacation less 40 hours for an employee based upon their seniority pursuant to Article XXVIII
• The Credited Hours/2080 = FTE calculation
• Adjusted Salary = Full time salary * FTE calculation Bi-weekly pay = Adjusted salary/26

Section 3. Employees working a ten (10) month schedule shall receive the following modified benefits:

A. Time Off: Employees shall accrue 40 hours of PTO per 12-month period to be used as needed with consent of their supervisor in addition they will be entitled to take up to five (5) days unpaid during the school year, with the prior approval of the employee’s supervisor.

B. Health Insurance: Employees shall continue to receive health insurance benefits through the entire year on the same terms as all other full time employees. Deductions for the employee portion of the premium will be made each month in the same manner as full time employees who work over twelve months.

Section 4. Employees who work a ten (10) month schedule shall accrue seniority as a full time employee and shall be considered a full-time employee in all respects except to the extent that compensation and benefits are modified in this Article.

ARTICLE XXXXIII
RESPECT AND DIGNITY CLAUSE

The Center and Union agree that each employee of the Center shall be treated with dignity and respect. As per Center policy and procedures regarding ethics and professional conduct. Discipline will be handled in a professional manner.

ARTICLE XXXXIV
DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect through September 30, 2018, and shall continue in force thereafter from year to year unless at least sixty (60) days prior to the aforesaid date or at least sixty (60) days prior to any anniversary of said date thereafter, either party shall give written notice to the other party of its desire for a change or termination. In the event that a notice is given of a desire for change or termination, this Agreement shall remain in full force and effect until the aforesaid date or until the anniversary of said date which next follows such notice by at least sixty (60) days, as the case may be.
LETTER OF AGREEMENT
SEIU LOCAL 73 AND
SOUTHLAKE COMMUNITY MENTAL HEALTH CENTER

SEIU LOCAL 73 (“Union”) and SOUTHLAKE Community Mental Health Center, Inc. (“Center”) agree as follows:

The Center shall provide a voluntary payroll deduction to the Union’s Committee on Political Education (C.O.P.E.) upon receipt of a written authorization from employees. Such deduction shall be remitted in a separate check on a monthly basis to the Union or to COPE, as specified in writing by the Union.

This agreement shall remain in effect until September 30, 2018, and shall thereafter renew itself for additional 3 year terms, unless either party seeks to modify it during the negotiations for a Collective Bargaining Agreement.

Southlake Community Mental Health Center

Date

SEIU Local 73

Date

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this _____ day of ________________________.

FOR SEIU LOCAL 73:

_________________________________________
(Authorized Union Officer)

Date

FOR SOUTHLAKE COMMUNITY MENTAL HEALTH CENTER:

Robert D. Krumwied, President/CEO

Date

Bargaining Committee Member

Date
additional 3 year terms, unless either party seeks to modify it during the negotiations for a Collective Bargaining Agreement.

Southlake Community Mental Health Center

SEIU Local 73

Date

Date

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this 8th day of November 2018.

FOR SEIU LOCAL 73:

Shea Marshall

(Authorized Union Officer) Date FOR SOUTHLAKE COMMUNITY MENTAL

Robert D. Krumwied, President/CEO

Date

Bargaining Committee Member

Date
<table>
<thead>
<tr>
<th>Bargaining Committee Member</th>
<th>Date</th>
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<tbody>
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</table>
NOTES FOR THE NEXT CONTRACT; NOTES ON GRIEVANCES; THINGS TO DO.......
## APPENDIX “A”

<table>
<thead>
<tr>
<th>Mgt/Exem/Prof</th>
<th>POSITION</th>
<th>Min</th>
<th>Min</th>
<th>Mid</th>
<th>Mid</th>
<th>Max</th>
<th>Max</th>
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<td>Hrly</td>
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<tr>
<td>Non-Prof</td>
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<td>1</td>
<td>N N N</td>
<td>Housekeeper</td>
<td>8.60</td>
<td>17,888.00</td>
<td>10.75</td>
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<td>12.90</td>
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<td>N N N</td>
<td>Clerk</td>
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<td></td>
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<td>Food Service Technician</td>
<td></td>
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<td>Driver</td>
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<td>Receptionist</td>
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<tr>
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<td>Maintenance Worker</td>
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<td>3</td>
<td>N N PP</td>
<td>Prevention Assistant</td>
<td>10.39</td>
<td>21,611.20</td>
<td>12.99</td>
<td>27,019.20</td>
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<td></td>
<td>N N PP</td>
<td>Addiction Technician</td>
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<tr>
<td></td>
<td>N N N</td>
<td>Administrative Assistant I</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>N N PP</td>
<td>Psychiatric Technician</td>
<td></td>
<td></td>
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<td>4</td>
<td>N N N</td>
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<td>11.44</td>
<td>23,795.20</td>
<td>14.30</td>
<td>29,744.00</td>
<td>17.16</td>
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<tr>
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<td>Administrative Assistant II</td>
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<td></td>
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<td></td>
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<tr>
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<td>Activity/Recreational Specialist</td>
<td>12.76</td>
<td>26,540.80</td>
<td>15.95</td>
<td>33,176.00</td>
<td>19.14</td>
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<td>E</td>
<td>P</td>
<td>Employment/Vocational Specialist</td>
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</tr>
<tr>
<td>N</td>
<td>N</td>
<td>PP</td>
<td>Case Manager I (non-degreed)</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

| 6 | N | E | P | Youth Worker | 14.01 | 29,140.80 | 18.22 | 37,887.20 | 22.42 | 46,633.60 |
| N | E | P | Behavioral Health Specialist | | |
| N | E | P | Case Manager BA | | |
| N | E | P | Wraparound Coordinator | | |
| N | E | P | Life Skills Specialist | | |
| N | N | PP | Staff Nurse LPN | | |

| 7 | N | E | P | Therapist I | | |
| 7 | N | E | P | Therapist II (MA/MS-unlicensed) | 15.56 | 32,364.80 | 20.23 | 42,078.40 | 24.90 | 51,792.00 |

| 8 | | | | | 17.48 | 36,358.40 | 22.73 | 47,268.00 | 27.97 | 58,177.60 |

| | | | Therapist III (MA/MS - licensed LMHC/LMFT) | | |
| N | E | P | Outpatient Nurse | | |

<p>| 9 | | | | 18.20 | 37,856.00 | 23.66 | 49,212.80 | 29.12 | 60,569.60 |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>10</td>
<td></td>
<td></td>
<td>20.90</td>
<td>43,472.00</td>
<td>27.17</td>
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<td>P</td>
<td>Staff Social Worker (LCSW)</td>
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</tr>
<tr>
<td>N</td>
<td>E</td>
<td>P</td>
<td>Staff Psychologist (non-HSPP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
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<td>P</td>
<td>Staff Nurse RN</td>
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<td></td>
</tr>
</tbody>
</table>
APPENDIX “B”

This summary briefly explains the benefits provided by the plan. It is a summary only. For complete details and information about plan benefits see the Plan Document and Summary Plan Description for the Regional Mental Health Center Benefits Plan.

Medical benefits under this plan are provided through the United Healthcare national network. It is your responsibility to make sure that a medical care provider is a network provider before medical treatment is received. The medical care provider that you select can assist with this information. Otherwise you may call United Healthcare at the toll-free number on the back of your ID card or log onto www.myuhc.com.

<table>
<thead>
<tr>
<th>Plan Requirements</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar-year deductible</td>
<td>$2,500 per person; $5,000 per family</td>
<td>$5,000 per person; $10,000 per family</td>
</tr>
<tr>
<td>Calendar-year coinsurance</td>
<td>Plan pays 100%</td>
<td>Plan pays 60%</td>
</tr>
<tr>
<td>Out-of-pocket maximum for deductible and coinsurance, per calendar year</td>
<td>$2,500 per person; $5,000 per family</td>
<td>$10,000 per person; $20,000 per family</td>
</tr>
<tr>
<td>Personal Health Support Notification</td>
<td>Network provider provides required notification</td>
<td>You are responsible to provide required notifications</td>
</tr>
<tr>
<td>Filing claims</td>
<td>Network provider files claims</td>
<td>You are responsible to file claims</td>
</tr>
</tbody>
</table>

**Medical Benefits**

<table>
<thead>
<tr>
<th>Inpatient Facility Services</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital/surgical services**</td>
<td>You pay network deductible</td>
<td>You pay out-of-network deductible and coinsurance</td>
</tr>
<tr>
<td>Skilled nursing facility care**</td>
<td>You pay network deductible</td>
<td>You pay non-network deductible and coinsurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outpatient Services</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician/specialist office services Nutrition counseling and medical education services</td>
<td>You pay network deductible</td>
<td>You pay non-network deductible and coinsurance</td>
</tr>
<tr>
<td>Urgent care center services</td>
<td>You pay network deductible</td>
<td>You pay non-network deductible and coinsurance</td>
</tr>
<tr>
<td>Medical Benefits</td>
<td>In-Network</td>
<td>Out-of-Network*</td>
</tr>
<tr>
<td>------------------</td>
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</tr>
<tr>
<td><strong>Outpatient Services (cont’d)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smoking cessation services</td>
<td>Plan pays 100%</td>
<td></td>
</tr>
<tr>
<td>Specialty pharmaceuticals</td>
<td>You pay network deductible if purchased from an approved vendor</td>
<td>No plan benefit if purchased from a non-approved vendor</td>
</tr>
<tr>
<td><strong>Rehabilitation Services and Outpatient Therapy</strong></td>
<td>You pay network deductible</td>
<td>You pay non-network deductible and coinsurance</td>
</tr>
<tr>
<td>Biofeedback</td>
<td></td>
<td></td>
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<tr>
<td>Manipulative treatment</td>
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<td></td>
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<tr>
<td>Occupational therapy</td>
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<tr>
<td>Physical therapy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speech therapy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other covered rehabilitation and outpatient services</td>
<td>You pay network deductible</td>
<td>You pay non-network deductible and coinsurance</td>
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<tr>
<td>Emergency Services</td>
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<td>--------------------</td>
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</tr>
<tr>
<td>Ambulance</td>
<td>You pay network deductible</td>
<td></td>
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<tr>
<td>Hospital emergency room care</td>
<td>You pay network deductible and coinsurance</td>
<td></td>
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</tbody>
</table>

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<thead>
<tr>
<th>Preventive Care Services</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>• Routine annual physical and related tests, age six and older</td>
<td>Plan pays 100% of all eligible services</td>
</tr>
<tr>
<td>Mammograms - routine</td>
<td>Plan pays 100% of usual and customary eligible services</td>
</tr>
<tr>
<td>Annual pap test for covered females</td>
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<tr>
<td>Annual prostatic specific antigen test for covered males</td>
<td></td>
</tr>
<tr>
<td>Screen colonoscopy, according to schedule</td>
<td></td>
</tr>
<tr>
<td>Well-child care, up to age 6</td>
<td>Plan pays 100%</td>
</tr>
<tr>
<td>Immunizations according to schedule</td>
<td>You pay non-network deductible and coinsurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hospice Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient services**</td>
<td>You pay network deductible</td>
</tr>
<tr>
<td>Outpatient services</td>
<td>You pay non-network deductible and coinsurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mental Health and Substance Use Disorder Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Inpatient mental health treatment**</td>
<td>You pay network deductible</td>
</tr>
<tr>
<td>Inpatient substance use disorder services**</td>
<td>You pay non-network deductible</td>
</tr>
<tr>
<td>• Outpatient mental health and substance use disorder services</td>
<td></td>
</tr>
</tbody>
</table>

*Plan payments for services received from non-network provider are based on the eligible expenses for the type of care, service, or treatment received. If the provider's charges are more than the eligible expenses, you will be responsible for paying the difference. Any of these extra amounts you have to pay will not count toward the calendar-year deductible and coinsurance requirements.

** You are required to provide notification for services received from non-network providers, as outlined in Part VIII, Personal Health Support, in the Plan Document and Summary Plan Description. If you do not provide notification as required, benefits are subject to a $250 reduction.
# APPENDIX “C”

<table>
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<th>Outpatient Prescription Drug Benefit</th>
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<tbody>
<tr>
<td>Tier 1 Generic drugs</td>
<td>You pay lesser of $10 or cost of drug</td>
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<tr>
<td>Tier 2 Preferred brand-name drugs on the Preferred Drug List</td>
<td>You pay lesser of $35 or cost of drug</td>
</tr>
<tr>
<td>Tier 3 All other brand-name drugs</td>
<td>You pay lesser of $60 or cost of drug</td>
</tr>
<tr>
<td>Self-administered specialty drugs</td>
<td>You pay 25% to max of $150</td>
</tr>
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</table>

Copays for outpatient prescription drugs are not applied toward the calendar-year out-of-pocket maximum.