SECONDARY AGREEMENT

between the

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

and the

UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

for the
ADMINISTRATIVE SUPPORT UNIT
and the
HUMAN SERVICES UNIT

Expires December 31, 2007

DEPARTMENT OF COMMUNITY HEALTH SECONDARY
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ARTICLE 4 – SECTION C
BULLETIN BOARDS

The department agrees to furnish space for Union bulletin boards at reasonable locations which will normally be at or near an area where employees in these units have reasonable access or congregate.

Location of any additional bulletin boards in the future will be determined via mutual agreement in local level labor management meetings.

ARTICLE 4 – SECTION I
ACCESS TO PREMISES BY UAW STAFF

Upon arrival, the Union representative will notify the Personnel Officer or his/her representative that he/she is on the premises, and indicate where he/she will be. Visitation will be made in accordance with this section of the Primary Agreement.

In any agency where access to security areas by non-employee officers and representatives as guaranteed by the Primary Agreement is warranted, these persons will not be required to participate in security checks or any other procedure which is not a part of everyday routine operations applicable to all other non-departmental persons.

ARTICLE 4 – SECTION J
UNION PRESENTATION

The Personnel Officer will notify in writing the designated Local Union representative when a formal orientation program is scheduled. Such notification will be three (3) working days in advance of the scheduled session. The Local Union representative will have the opportunity to make a presentation to individuals in UAW-represented classifications separate from the formal orientation, during said orientation, for up to thirty (30) minutes.

In the absence of a formal orientation, the designated Local Union representative may request to make a presentation during work time to new employees. The Personnel Officer will notify the designated steward of the names and starting dates of the new employees three (3) working days in advance of their starting date.

Individual presentations shall not exceed twenty (20) minutes.

ARTICLE 12 – SECTION A.2
APPLICATION OF LAYOFF (SEASONAL EMPLOYEES)

The parties recognize that there are no seasonal employees in the Department of Community Health at the current time. In the event the department decides to utilize seasonal employees and a layoff occurs, the employees will be laid off in accordance with the Primary and Secondary Agreements based on their continuous service hours.

ARTICLE 12 – SECTION A.3
APPLICATION OF LAYOFF (SCHOOL YEAR EMPLOYEES)

The parties recognize that there are no school year employees in the Department of Community Health at the current time. In the event the department decides to utilize school year employees and a layoff occurs, the employees will be laid off in accordance with the Primary and Secondary Agreements based on their continuous service hours.

ARTICLE 12 – SECTION D.1
GENERAL LAYOFF PROCEDURES

The layoff unit is defined as a facility/agency except for Central Office and the Corrections Mental Health Services (excluding the Forensic Center) for which the layoff unit is defined as a work site.

When the Department of Community Health determines the need for a reduction in force, the least senior employee(s) in the affected classification shall be laid off from a layoff unit, in accordance with applicable provisions of the Primary Agreement.

ARTICLE 12 – SECTION E
BUMPING

Bumping will occur in the following sequence:

Step I: The employee will bump into the least senior position in the layoff unit at a lower level within their current class series. This does not apply to a pre-authorized class series.

Step II: If the employee cannot exercise a bump at Step I, then the employee may bump into the least senior position in the layoff unit in a former class series.

Step III: If the employee cannot/will not exercise a bump at Step II, then the employee will bump into the least senior position in their current class and level on a statewide basis.

Step IV: If the employee cannot exercise a bump at Step III, then the employee will bump into the least senior position in their current class at a lower level on a statewide basis. This does not apply to a pre-authorized class series.

Step V: If the employee cannot exercise a bump at Step IV, then the employee will bump into the least senior position in a former class series on a statewide basis.

If an employee has no bump within his/her current employment type at Steps I and II, then he/she may elect to bump into another employment type before having to exercise a statewide bump at Steps III, IV, or V.

Bumping between employment types shall occur at the layoff unit only, by seniority, in the following sequences:

A. Full-time shall bump full-time first, and then less than full-time.

B. Less than full-time shall bump less than full-time first, and then full-time.

If an individual being afforded the opportunity to bump declines such a bump at any time, Management may retain the "less" senior individual that would have been laid off by such bump on a temporary basis until a permanent recall can occur. Absent a permanent recall within thirty (30) calendar days, the less senior employee may remain in the position unless, such less senior employee chooses to immediately exercise his/her bumping rights during his/her next working day. The employee's potential bump chain shall not be recomputed.

In the event of multiple vacancies within an affected classification, employees may list available locations by order of preference. To the extent vacancies are available, employees will be bumped into vacancies based on their preference by order of seniority.

ARTICLE 13 – SECTION A.7
DEFINITION/WORK LOCATION

A work location is a building or a group of buildings which constitute a facility in the Department of Community Health.

ARTICLE 13 – SECTION A.8
DEFINITION/WORK SITE

Department of Community Health work sites are defined as follows:

1. Adrian
2. Caro Center
3. Center for Forensic Psychiatry
4 Central Office, where the various administrative office locations for the department in the Metro-Lansing area, inclusive of the Martin Luther King Boulevard modular buildings, shall be considered as a single work site. For the remaining Central Office operations, each county shall be a separate work site.
5. Crane/Lakeland
6. Hawthorn Center
7. Huron Valley Complex – Acute Care/Rehabilitation Treatment Services
8. Huron Valley Complex – Residential Treatment Program/Women's Huron Valley – Outpatient Team
9. Ionia Facilities
10. Jackson Facilities
11. Kalamazoo Psychiatric Hospital
12. Kinross Facilities
13. Macomb Correctional Facility
14. Marquette
15. Mt. Pleasant Center
16. Muskegon Facilities
17. Scott/Camp Brighton
18. Standish
19. Walter Reuther Psychiatric Hospital

Article 13 – Section B.1
RIGHT OF ASSIGNMENT

In the Department of Community Health, the method of reassigning Administrative Support Bargaining Unit staff between the new Center for Forensic Psychiatry and the Huron Valley Complex shall be as follows:

Where operational considerations permit it to do so, the employer, in making an employee reassignment to the other facility, shall seek available volunteer(s) in the needed job classification, or an available volunteer(s), in the needed job classification, who performs a function similar to the function to be performed at the other facility.

Where operational considerations preclude the seeking of an available volunteer(s), the method of reassigning Administrative Support Bargaining Unit staff between the new Center for Forensic Psychiatry and the Huron Valley Complex shall be as follows:

The least senior available employee(s) in the needed job classification, or the least senior available employee(s), in the needed job classification, who performs a function similar to the function to be performed at the other facility, shall be selected for the reassignment.

An employee being reassigned, pursuant to the provision, shall receive, prior to his/her reassignment, written notice of same. A copy of said notice shall concurrently be provided to the designated chief steward at both facilities.

ARTICLE 13 – SECTION C.2.A
DEPARTMENTAL TRANSFER LIST

Employees shall be allowed to express an interest in transfer to other work locations and/or work sites within the Department of Community Health to which they would like to transfer within their current classification which would allow them to retain their same level. Such requests may be submitted to the appropriate personnel office on a continuing basis. All requests must be made in writing on the established standardized Department of Community Health form.

ARTICLE 13 - SECTION C.5
STAFFING IMBALANCE

A staffing imbalance exists when there are insufficient or excess staff resources for the administration of Department of Community Health programs, or when there is a change in available resources or workload demands as determined by management.

ARTICLE 13 - SECTION E
EXPENSE REIMBURSEMENT

If an Agency conducts interviews related to this Article, upon an employee's request, up to one (1) hour of administrative leave may be authorized contingent upon supervisory approval. Such administrative leave may be authorized only for interviews conducted within the employee's work site.

ARTICLE 14 – SECTION E
MEAL PERIODS

All employees covered by this Agreement are entitled to a lunch period.

1. Employees will be able to request one of the following as their regular lunch period:
   a. Continue current practice
   b. One (1) hour lunch period

2. With prior approval, an employee may adjust, shorten, forego or lengthen his/her lunch period.

Approval of such requests will be at the discretion of Management. If the request to adjust, shorten, forego or lengthen the lunch period is in writing, the approval/disapproval shall be in writing.

ARTICLE 14 – SECTION G
WASH-UP TIME

Whenever it is necessary for an employee to become involved to the extent that because of the nature of the duties, a “clean-up” or change of clothes is necessary, there will be time allotted during the regular work period for this need. The amount of time would be mutually agreed upon, taking into account the time needed to do what is necessary.

Where wash-up time becomes an issue that cannot first be resolved at Agency Labor/Management meetings, the issue of wash-up time shall, at the request of the Union, become a subject for a Department Level Labor/Management meeting.

ARTICLE 14 – SECTION K
MODIFIED WORK SCHEDULES

A Modified Work Schedule is a set schedule in which the employee typically works other than eight hours in a day within a forty (40) hour work week.

When a substantial number of employees in a work site desire a modified work schedule, an agency level Labor/Management meeting shall be convened to address issues of modified work schedules. The Union and/or Management may propose utilization of modified work schedules for groups of employees based on operational needs. Requests for voluntary modified work schedules shall not be unreasonably denied and shall be available to all UAW bargaining unit classifications. Specific issues of operational needs, supervisory coverage, employee eligibility, the number of modified work schedules operationally available, program considerations, “core” work hour coverage, description of how such schedules would work, and other relevant criteria shall be proper subjects of discussion in the agency level Labor/Management meeting.

Reasonable efforts shall be made to reach agreement at agency level Labor/Management meetings. If agreement is not reached, the Union may refer such issue to a Departmental Labor/Management meeting.

Eligible employees presently on modified work schedules or employees placed on modified work schedules during the life of this Agreement, shall only be entitled to overtime compensation for those authorized overtime hours in excess of their regular working day or forty (40) hours worked in a week, unless an employee has voluntarily adjusted his/her own schedule within a forty (40) hour week. If such adjustment is made and approved by management, then management will not be required to pay overtime in excess of the regular working day.

Changes in modified work schedules shall be made in accordance with Article 14, Section D of the Primary Agreement.

ARTICLE 15 – SECTION E
SCHEDULING OF COMPENSATORY TIME

Code 3 employees in classifications listed in Appendix A of the Primary Agreement shall be allowed to adjust their work schedules within a pay period.

If the employer does not permit an employee to use accrued compensatory time credits before the end of the fiscal year**,** in which the credits have been earned, the employee may choose either of the following options:

a. The employee may be paid in cash at the regular rate for compensatory time credit unused at the end of the fiscal year, or

b. The employee may carry compensatory time credits into the next fiscal year to a maximum of eighty (80) hours. Any compensatory time credits in excess of eighty (80) hours must be paid in cash at the regular rate.

The Employee shall advise the Employer of the choice of Option “a” or “b”, by September 1, annually.

ARTICLE 15 – SECTION F
OVERTIME

Voluntary Overtime:

Where overtime rosters do not exist, initial overtime rosters will be established listing employees who are regularly assigned to a specific type of work by seniority at the work location. Disputes over the establishment of rosters will be addressed in agency level Labor/Management meetings. Overtime rosters will be established for purposes of equalization of overtime hours annually, starting with zero balances in the first year of establishment.

The most senior employee in the classification(s) who usually performs the specific work will be asked first. Each successive senior employee will then be asked until all employees have time charged on the roster.

At the start of each calendar year, the individual in the respective overtime work units with the lowest overtime will have her/his record reduced to zero (0) and all others will have their overtime reduced by the same number of hours.

Scheduled overtime shall be defined as any overtime the Employer knows will be necessary before the end of the work shift. Unscheduled overtime shall be defined as any overtime that becomes known to the Employer after the end of the employee(s) shift.

Once the overtime roster is completed, the employee on the roster with the lowest number of hours on this roster who normally performs the specific work needed will be asked and then employees with successively higher hours will be asked. Overtime will be equalized among employees who normally perform the specific work to be done. Such overtime rosters will be updated as the overtime is worked and will be available for review by work location employees and/or stewards. New employees entering the roster will be placed on the roster and credited with hours equal to the employee with the highest

number of hours. Overtime rosters will be made available at the employee's request. Such a roster will be posted.
If an employee works or refuses to work offered overtime, he or she will be charged with the overtime hours actually worked. After overtime is refused by those who normally perform the work, reasonable efforts will be made to seek volunteers from qualified employees from other classes within the work location before overtime is mandated. Those from other classes who are sought out as volunteers will not be charged should they refuse to volunteer. If an employee cannot be contacted, he/she will not be charged with overtime.

An employee may have his/her name removed from the voluntary overtime list by submitting written notification to the supervisor identifying the period of time that he/she does not wish to be considered. Upon written notice to the supervisor that he/she would like to be considered again for voluntary overtime, he/she will be added to the voluntary overtime list, or roster and credited with hours equal to the employee with the highest number of hours on the roster.

Mandatory Overtime:

In the event no employee on the voluntary list wishes to perform the required overtime work, the Employer shall, by inverse seniority order of this overtime list, including those who have requested not to be considered for voluntary overtime, assign the necessary employees to perform the work. Exceptions to the mandatory overtime list may be made when it is necessary to assign employees who possess special qualification(s). Mandatory overtime shall be equalized on the basis of number of hours of overtime actually worked, the assignment going by rotation to the individual with the least number of hours selected in turn according to his/her place on the mandatory overtime list. No employee shall be required to work mandatory overtime in excess of eight (8) hours per day unless an emergency exists that restricts building accessibility or jeopardizes patient/client care. In any such occurrence the Union would be informed of the situation and the expected duration. This would be a proper subject for a special Labor/Management meeting at the agency. If not resolved at the agency this would become a proper subject for a special Department Labor/Management meeting.

If an employee is off on any type of leave for an extended period of time, such as medical leave, maternity/paternity leave, etc., he/she will be credited with the lowest number of mandatory hours on the roster and the average number of voluntary overtime hours on the roster on their return to work.

The Department is opposed to working any employee more than sixteen (16) hours per day and would request such only under extreme conditions.

When possible, no employee shall be mandated to work overtime unless currently in work status and only for the next shift.

General:

When it is necessary for Management to mandate an overtime assignment, it will be assigned to the qualified employee who normally performs the specific work who has the least overtime hours on the roster. Such overtime will be reflected on the overtime roster.

When a job has been started during normal working hours and must be completed on overtime, or where there is a recognized client relationship, Management may require the employee(s) who is on the job or who is normally assigned to the case to complete that job on overtime.

If an employee is off on any type of leave he/she may be contacted and offered overtime. They will not be charged on the overtime roster if they refused the assignment.

Such overtime rosters will normally be updated as the overtime is worked and will be available for review by work location employees and/or stewards. Overtime rosters will be made available at the employee's request. Such roster will be posted.

ARTICLE 18 – SECTION A.3
UNION REPRESENTATION AND JURISDICTIONS

For representational purposes**,** Central Office and Agency work sites of less than fifteen (15) Bargaining Unit employees will be assigned to the jurisdictional area of a designated Chief Steward of the nearest Department of Community Health facility.

Jurisdictional areas as proposed by the UAW and accepted by the Employer shall remain for the life of this Agreement and shall not be modified without negotiation.

Release to engage in employee representation activities shall be in accordance with Article 18, Section C of the Primary Agreement.

ARTICLE 19 – SECTION B
REPRESENTATION

The Union may designate up to seven (7) representatives to participate in Department Level Labor/Management meetings, to include one (1) UAW Health and Safety Representative. The Union may designate up to five (5) representatives to participate in agency level Labor/Management meetings to include one (1) UAW Health and Safety Representative. Participation in the Labor/Management meeting shall be without loss of pay to the designated representatives.

In the event a Chief Steward's District crosses agency lines, (e.g., Chief Stewards from a Central Office or Agency work site of less than fifteen (15) bargaining unit employees under the jurisdiction of another facility) that Chief Steward shall be allowed to attend agency level Labor/Management meetings without loss of pay for necessary travel and duration of such meetings. Department and agency management shall be given written notice of the Union's representatives as part of the agenda for scheduled Labor/Management meetings. The Union spokesperson shall notify the Department Personnel Director of the Union's representatives for Department level Labor/Management meetings and the agency Personnel Officer of the Union's representative for agency level meetings.

In addition to the aforementioned representatives, the Union, may on a case-by-case basis, request not more than one (1) additional representative without loss of pay to participate in such meetings, based solely upon matters scheduled in the agenda. The presence of such additional representative shall be limited to the discussion of the agenda item(s) for which their attendance was requested. Such items will normally be first on the agenda in order to minimize time away from the job. All such representatives shall be employees represented under the Primary Agreement. The one (1) additional employee's presence at said meetings will be by mutual agreement of the parties.

Nothing in this agreement is intended to preclude the participation of UAW representatives in addition to the designated employees.

ARTICLE 19 – SECTION C
SCHEDULING

Agency level Labor/Management meetings shall be scheduled monthly at the request of either party. If all agenda items are not discussed by the conclusion of the meeting, upon request of the Union, the meeting will be continued within fourteen (14) calendar days to complete the full agenda.

Items to be included on the agenda for each meeting will be exchanged between the Chief Steward or designee, and the designated Employer representative at least seven (7) calendar days before the date of the next meeting. If no agenda items have been submitted for a meeting, the meeting will not be held.

The designated Chief Steward or designee and the Employer representative may, by mutual agreement, change the date of a scheduled meeting. The issue of taking notes shall be a proper subject of agency level Labor/Management meetings.

ARTICLE 19, SECTION D
PAY STATUS OF THE UNION REPRESENTATIVE

Bargaining unit members will be permitted necessary administrative leave for travel to and from Labor/Management meetings and duration of such meetings during normally scheduled work time. Problems arising from this provision shall be a proper subject for Departmental Labor/Management meetings.

The Union may opt for up to eight (8) hours per team member preparation time every other month. When the Union opts to do this, no Departmental Labor/Management meeting shall be held during that month. The Union shall notify the employer fourteen (14) calendar days prior to the scheduled meeting time when it opts to do this.

All agency Labor/Management team members shall be allowed up to one (1) hour of preparation time for any agency level Labor/Management meeting, upon request. This shall be used immediately prior to the scheduled agency level Labor/Management meeting and used simultaneously by all team members, or other scheduling arrangements may be mutually agreed to at agency level Labor/Management meetings.

ARTICLE 22 – SECTION C
RENOVATION, CONSTRUCTION OR REDESIGN OF FACILITIES

When major reconstruction, renovation or design of a work site is planned by the Employer or building owner, Department of Community Health employees at that work site shall be provided with prior written notification via a posting. Written notice will also be provided by the Agency to the work site Union Health & Safety Representative, and in the absence of a Health & Safety Representative, the Chief Steward will receive the notice.

This notice is to be provided by the Agency, whenever possible, twenty (20) work days prior to the commencement of the reconstruction or renovation and will adhere to MIOSHA standards, the Public Health Code and the Michigan Right-to-Know Law.

ARTICLE 22, SECTION F
PROTECTIVE CLOTHING

Through its agencies, the Department will provide necessary protective safety items and apparel to protect employees against hazards normally met or expected to be met in the performance of their duties.

Discussions concerning the need for type, quality, and adequacy of requested items as well as new technologically developed items may be appropriate subjects for local Labor/Management meetings.

When MIOSHA regulations require protective items necessary for a particular job duty, no employee will be required to perform this duty without being provided with items necessary to protect his/her health and safety.

An employee who is solely responsible for transporting a recipient(s) to and from a facility shall, upon making a request to his/her employer, be provided with either a two-way radio or cellular telephone, while away from the facility, which is only to be used for work-related emergencies. In the event that the employee is not solely responsible for transporting a recipient(s) to and from a facility, and another employee(s) who shares this responsibility has not been provided with an employer issued two-way radio or cellular telephone, s/he shall be provided, upon making a request to his/her employer, with either a two-way radio or cellular telephone, while away from the facility, which is only to be used for work-related emergencies.

ARTICLE 22 – SECTION I
HEALTH AND SAFETY COMMITTEE

The Employer agrees that a Health and Safety Committee will be established in those agencies where no such committee exists. It is further agreed that in accordance with Article 22, Section I, a Union representative will serve all employees at their agency and will be on leave without loss of pay while at meetings of the committee. The frequency of meetings and the requirements for agenda items will be as described in Article 22, Section I of the Primary Agreement.

The parties agree that, by mutual agreement, health and safety issues can be referred to the Departmental Labor/Management meetings for discussion in lieu of establishing a Departmental Health and Safety Committee. Additional people may be present as expert witnesses from the UAW International Health and Safety Division and other experts. The Employer shall provide eight (8) hours Administrative Leave per calendar quarter to be used at the discretion of the Union's Health & Safety designee.

Health and Safety issues together with supporting suggestions, recommendations and reasons shall be submitted to the Appointing Authority or his/her designee, no later than ten (10) week days after each meeting, for consideration and for such actions as the Appointing Authority may deem necessary. The committee members will be advised in a timely fashion of any actions taken on recommendations made by the committee. In the event that health and safety problems are still not resolved these concerns will be reported to the Statewide Joint Committee on Health and Safety.

ARTICLE 24
SUPPLEMENTAL EMPLOYMENT

Employees intending to engage in supplemental employment shall give written notice fourteen (14) days prior to the starting date of such employment. Approval shall be obtained by submitting a written request to the Appointing Authority or his/her designee giving the name of the Employer, description of employment, hours of employment, and the starting date. The notice shall meet the requirements under this section. Approvals or denials shall be given in writing stating the reasons, by the Agency, fourteen (14) days after receipt of said notice.

ARTICLE 29
TRAINING

At the time of entry, or whenever new technology is applied, or whenever procedures for performing existing functions of Union employees are altered, the Department, through the Agency Appointing Authorities, shall make every effort to provide adequate training to enable the employees to deal effectively with circumstances normally met on the job. The Department will review and provide copies of training packages to employees prior to implementation of new procedures, policies, work rules, and regulations, concerning conduct and performance. Training packages provided by the Department shall provide the employees with a statement of purpose and clear, understandable, and measurable instructional objectives.

Employees will be provided with necessary in-service training as determined by their Appointing Authority. If the Department is unable to conduct sessions relevant to a particular discipline, the employee may be granted administrative leave to attend sessions scheduled by other agencies, departments, universities, etc. Reimbursement for any fees and/or tuition charged for attending such training sessions will be governed by budgetary consideration(s) and paid at the discretion of the agency Appointing Authority or designee in a fair and equitable manner.

The parties, recognizing the desirability of a well trained staff, agree that a positive effort will be made to ensure access to all bargaining unit members' participation in training to improve job performance and promotional opportunities. Where discrepancies are identified in the standards applied between bargaining unit members, this will be a priority agenda item for Agency level and Departmental level Labor/Management meetings.

The Department, through the Agency Appointing Authorities, will assure those employees, designated by the Appointing Authorities, will be provided ongoing physical awareness and management training for the purpose of carrying out their responsibilities in a safe and effective manner and/or for the purpose of assuring their personal safety in the work place. Designation and scheduling problems for any employees will be addressed at agency level Labor/Management meetings, and if not resolved, then forwarded to Departmental Level Labor/Management meetings.

The agency will, when possible, give two (2) weeks advance notice to employees who are to attend a training session. Attendance may not be required during a previously scheduled and approved employee vacation. Agencies are encouraged, based on operational needs to adjust employees' work schedules to allow employees to attend classes and training sessions which are directly related to their work and which would be mutually beneficial to the employees and agency.

Such adjustments must be made within the pay period and the Employer shall not be responsible for any overtime resulting from such adjustment.

ARTICLE 34 – SECTION 4
SCHEDULING OF PERMANENT-INTERMITTENT EMPLOYEES

Scheduling

Current practices for scheduling bargaining unit employees in permanent-intermittent positions which do not have adverse effect shall continue. Any problems with scheduling that exist or arise in the future will be a proper subject for Labor/Management meetings.

Furloughing/Return from Furlough

The parties recognize that the Department of Community Health does not furlough permanent-intermittent employees.

However, if during the life of this agreement furloughing becomes an issue, this section may be re-opened at the request of either party.

Layoff and Recall

Layoff and recall of permanent-intermittent employees will be in accordance with procedures set forth in Article 12 of the Primary and Secondary Agreement.

ARTICLE 34 – SECTION 6
MINIMUM CALL-IN PAY

The minimum call-in guarantee shall be three (3) hours unless the employee has requested to work a duration of less than three (3) hours and the Employer is able to accommodate the request. In such cases, the call-in guarantee shall be defined in Article 34.6 of the Primary Agreement.

ARTICLE 34 – SECTION 9
TEMPORARY NON-CAREER EMPLOYEES

Scheduling of temporary, non-career employees will not be done in such a manner so as to erode the hours customarily worked by a permanent-intermittent employee.

ARTICLE 35 - SECTION A
CLOTHING

Where clothing is provided, it will be maintained by the agency. Such maintenance shall include laundering, dry cleaning, or repairs as necessary.

Registered Nurses in the Corrections Mental Health Services Agency, who choose to wear uniforms, will be provided uniforms and shoes at the rate of six pant-style uniforms every 18 months as needed and two pair of smooth-finished shoes every 18 months as needed. Replacement prior to the above schedule requires supervisory approval based upon normal wear in the specific job and/or damage during the course of employment. The process for furnishing such uniforms and shoes will be addressed at agency level Labor/Management meetings.

ARTICLE 35 – SECTION B
TOOLS AND EQUIPMENT

Tools and equipment which the Employer requires the employee to use shall be made available to the employee.

Such required tools and equipment shall be furnished by the Employer. In the event such tools and equipment are not available, their use shall not be required.

ARTICLE 35 - SECTION F
LOUNGE AND EATING AREAS

The Department agrees to continue to provide employee lounge and/or eating areas where they currently exist. The Department will endeavor to ensure that these areas are: kept clean and sanitary, separate from patient/resident areas, and appropriately furnished.

If space is not available for providing or maintaining such lounge or eating areas, the parties may discuss options in the Labor/Management meeting process. Concerns regarding the operation of lounge and/or eating areas or questions regarding the availability of space shall be the proper subject of local Labor/Management meetings. Issues not resolved at the local level will be a proper subject for Departmental Labor/Management meetings.

ARTICLE 35 - SECTION G
TUITION REIMBURSEMENT

The Department's current practice of granting necessary administrative leave to physicians, dieticians and registered nurses for acquiring continuing education units needed to maintain their required license or registration, shall be continued. In the future, if other classifications become subject to similar legally required continuing education units for maintaining a license or registration, management will grant necessary administrative leave for continuing education units.

ARTICLE 39 – SECTION H
SCHEDULING

A vacation is defined as seven (7) or more consecutive calendar days away from the agency through any combination of annual leave time, compensatory time, holiday time, regular days off, and/or layoff days. Employees wishing to reserve a vacation period will submit an annual leave request to their supervisor. The supervisor will maintain a vacation calendar and/or record and record the name of the employee requesting a vacation, the date the request was made, and the dates of the requested/approved vacation. This calendar and/or record will be posted or made available to employees on request.

Annual leave usage will be on a "first come, first served" basis, except that, seniority vacation requests will take preference over the "first come, first served" requests if submitted no less than four (4) months in advance for the requested time off. In the event of overlapping vacation requests, seniority requests must be made prior to the four (4) month approval date of a less senior employee's request. An employee can only have one (1) seniority request on file at one time. No further seniority vacation requests can be submitted until the first vacation is over. Seniority vacation requests shall be approved/disapproved four (4) months prior to the time requested. Supervisors will have seven (7) days to notify the employee of the approval/disapproval of the seniority vacation request. Such

vacation requests shall not be unreasonably denied. Vacation requests will not be accepted more than twelve (12) months prior to the vacation date. Employees may withdraw such vacation request up to ninety-six (96) hours prior to the beginning of the pay period in which the vacation is to occur.

An employee shall not be entitled to seniority preference for the same vacation period or overlapping period in successive years until the other employees at the work site(s)/unit(s) have had the chance to utilize that period. An employee who withdraws an approved seniority vacation will be charged for that vacation in successive years. "First come, first served" vacation requests shall be approved/ disapproved within seven (7) calendar days of the written request to the supervisor. Such vacation requests shall not be unreasonably denied. Non-seniority vacation requests must be submitted at least fourteen (14) calendar days prior to the beginning of the pay period in which the vacation will fall. Employees may withdraw such vacation requests up to ninety-six (96) hours prior to the beginning of the pay period in which the vacation is to occur.

Annual leave of less than seven (7) days shall be approved/disapproved on "first come, first served" basis. Such leave will not be unreasonably denied. Annual leave requests will be approved/disapproved within ninety-six (96) hours of a supervisor's receipt of an employee's request, and prior to the time requested. The parties recognize that it is in everyone's best interest for employees to be allowed maximum flexibility in scheduling vacation time.

In the event an employee's request for annual leave cannot be granted, the Employer shall indicate the reason in writing for the denial to the affected employee. The Employer will implement a procedure for retaining denied annual leave requests. The file of requests shall be available to the Union and the affected employee for monitoring. Details of implementing this procedure may be discussed at the request of either party in agency level Labor/Management meetings.

The parties recognize that operational constraints sometimes conflict with numerous employees to be on annual leave concurrently.

When a Chief Steward sincerely believes an employee's incidental annual leave request was inappropriately denied, he/she may orally contact his/her agency Personnel Officer to request expedited review of the denial. A reasonable, sincere effort will be made to resolve the annual leave denial issue before the annual leave is to be used or before the affected employee needs to confirm prior plans such as travel arrangements, concert tickets, etc.

ARTICLE 49 - SECTION 2
INTEGRITY OF THE BARGAINING UNIT

In accordance with the Primary Agreement the Employer will provide the following information to UAW Local 6000, which permits the Union to monitor the implementation of such program:

1. Number of positions to be utilized, names of individuals will be provided when available;

2. Source of funding for each position;

3. Program duration;

4. Pay rate and benefits available for enrollees;

5. Future plans for enrollees leading into State employment to the extent such information is available; and

6. Number and location of work sites.

Information should be provided at least fifteen (15) days prior to implementation of newly established programs. Information on modifications or additions to existing programs shall be provided as soon as possible but no later than the effective date of such modification or addition.

ARTICLE 51
JOB SHARE

A job share is defined as a full-time position which when filled will be shared by two (2) employees.

All job share positions shall be voluntary.

If an agency establishes job share positions, the following will occur:

A. Such positions will be held by no more than two (2) persons, with each employee working as nearly as possible fifty percent of the work schedule.

B. Job sharing shall be limited to positions that are in the same pre-authorized class/class series.

C. If one of the persons should leave the job share position, it is the employee's responsibility to find another person to job share within twenty (20) week days, subject to the employer's approval.

D. The agency may terminate the job share with twenty (20) week days notice if the operational needs of the work unit are such that the work unit can no longer accommodate a job share position.

TERMINATION OF THE SECONDARY AGREEMENT

This Secondary Agreement, entered into this 8th day of February 2005, between the Department of Community Health and the UAW Local 6000, shall take effect upon ratification by the Union and approval by the Michigan Civil Service Commission and shall remain in force through the life of the Primary Agreement.

BARGAINING TEAM MEMBERS

For the Union:

Cheryl Streberger, Chairperson
Sharon Quinn, Secretary
Jim Walkowicz, Labor Representative
Thomas Baray, H&S Representative
Maria Enriquez
Steve Gilroy
Nancy Howitt-Battles
Carol J. Norris
Mary Ann Thorpe
Michael McWhirter
Vickie Cook

For the Department:

Richard J. Daly
Renee Harrell
Jerry Fraske