

COLLECTIVE BARGAINING AGREEMENT

between



HUMAN SERVICES SUPPORT UNIT

of

LOCAL 517-M,

Service Employees International Union

and

STATE OF MICHIGAN

Effective: January 15, 2014 through December 31, 2015

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ARTICLE 1

PREAMBLE

SECTION 1. COLLECTIVE BARGAINING AGREEMENT.

This Agreement was entered into on January 15, 2014, at Lansing, Michigan, by and between Human Services Support Unit of Local 517-M, Service Employees International Union, (hereinafter referred to as the Union), and the State of Michigan and its principal departments and agencies covered by this Agreement (hereinafter referred to as the Employer) represented by the State Employer, and became effective January 15, 2014 upon approval by the Civil Service Commission.

Non-economic provisions in this Agreement shall be effective according to their terms upon approval by the Civil Service Commission. Economic provisions in this Agreement shall be effective on the date specified in the applicable Article. No provision in this Agreement shall apply retroactively unless specified in the applicable Article.

SECTION 2. PURPOSE AND INTENT.

It is the purpose of this Agreement to provide for the wages, hours, and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences between employees and the Employer. Except as prohibited by the Civil Service Rules and Regulations, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations, and interpretive letters of the Civil Service Commission and Department pertaining to wages, hours, and terms and conditions of employment; and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.

If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this Agreement in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Employer and the Union and approved by the Civil Service Commission.

No individual employee or group of employees acting independently of the Union may alter, amend, or modify any provisions hereof.

ARTICLE 2

RECOGNITION

The Employer recognizes the Human Services Support Unit of Local 517-M, Service Employees International Union, as the exclusive representative and sole bargaining

1 agent for all employees in the Human Services Support Bargaining Unit (hereinafter
2 referred to as the Bargaining Unit) with respect to wages, hours, and other terms and
3 conditions of employment, in accordance with the provisions of the Michigan Civil
4 Service Rules and Regulations and/or other applicable rules, regulations, statutes, or
5 decisions.

6
7 This Agreement covers all employees in the Bargaining Unit as established under Civil
8 Service Rules and Regulations, consisting currently of the classifications listed in
9 Appendix A to this Agreement, and such other classifications which may be assigned to
10 the Bargaining Unit under Civil Service Rules and Regulations.

11
12 The Union recognizes the State Employer as the exclusive representative of the State
13 of Michigan authorized to conduct primary level negotiations and enter into agreement
14 on conditions of employment for all employees in the bargaining unit, in accordance with
15 Civil Service Rules and Regulations.

16 17 18 **ARTICLE 3**

19 **INTEGRITY OF THE BARGAINING UNIT**

20 21 **SECTION 1. BARGAINING UNIT WORK PERFORMED BY NON-BARGAINING UNIT** 22 **EMPLOYEES.**

23 The Employer recognizes that the integrity of the Bargaining Unit is of significant
24 concern to the Union. Bargaining Unit work shall, except as provided below, be
25 performed by Bargaining Unit employees.

26
27 The Employer shall not assign Bargaining Unit work to employees outside the
28 Bargaining Unit except in the case of a valid, documented temporary emergency, or
29 when a Bargaining Unit employee is not available to perform the work, but in no event
30 shall such assignment be made if the assignment has the effect of reducing or eroding
31 the Bargaining Unit. In those situations where it is determined that a valid, documented
32 temporary emergency exists, the Union and the Employer will meet, at the Union's
33 request, to explain the resources exhausted, the decision to use volunteers, and the
34 expected duration of such use. In addition, the Employer will meet at regular intervals,
35 not more frequently than monthly, to discuss the progress being made to end the use of
36 volunteers. In the event the Union identifies concerns over the use of volunteers that are
37 not otherwise addressed through meeting with the Employer, the Union may request a
38 meeting with the Office of the State Employer to review and attempt to resolve the
39 concerns.

40
41 Nothing in this Agreement shall preclude the Employer from continuing to utilize student
42 programs (including Veteran Work Study), provided that such employees shall not

1 When, as a result of technological changes, new classes are established to perform
2 Bargaining Unit work, the Employer agrees that the parties shall recommend jointly to
3 the Civil Service Commission that such new classes be included in the Bargaining Unit.
4

5 SECTION 5. SUBCONTRACTING.

6 Whenever the Employer intends to contract out or subcontract services, the Employer
7 shall, as early as possible but at least fifteen (15) calendar days prior to the
8 implementation of the contract or subcontract, give written notice of its intent to the
9 Union. Such notice shall consist of a copy of the request made to Civil Service unless
10 such a request is not required, in which case, a copy of the contract will be provided.
11

12 The notice shall include such matters as:

- 13
- 14 A. The nature of the work to be performed or the service to be provided;
- 15
- 16 B. The proposed duration and cost of such subcontracting; and
- 17
- 18 C. The rationale for such subcontracting.
- 19

20 In case of preauthorized contractual services, item C above need not be provided;
21 however, the Employer agrees to meet with the Union, upon request, should the Union
22 have questions regarding the information provided.
23

24 The Employer agrees to make reasonable efforts (not involving a delay in
25 implementation) to avoid or minimize the impact of such subcontracting upon
26 Bargaining Unit employees.
27

28 The Employer shall also provide the Union, upon written request, information necessary
29 to monitor the implementation, including costs, of the contract or subcontract. If the
30 volume of the information requested under this Section would place an unreasonable
31 burden on the Employer, the parties will meet to attempt to identify alternative
32 mechanisms for providing such information.
33

34 The Employer shall, upon written request, meet and confer with the Union over the
35 impact of the decision upon the Bargaining Unit. Such discussion shall not serve to
36 delay implementation of the Employer's decision.
37
38

ARTICLE 4

UNION DUES AND FEES

SECTION 1. AGENCY SHOP.

To the extent permitted by the Michigan Civil Service Rules and Regulations, it is agreed that:

A. SEIU Local 517M shall provide to the Appointing Authority adequate supplies of voluntary membership cards (see Appendix B-1) on an ongoing basis. Upon receipt of a completed and signed individual authorization form from any employee covered by this Agreement, the Employer will deduct from the employee's pay dues as required by the Union in order to maintain membership in good standing.

The Employer will deduct dues upon receipt of a unit member's completed and voluntarily signed authorization form for payroll deduction of dues. Such membership forms shall be provided by the Union and subject to the provisions of paragraph B(1) below.

Upon written notification and documentation provided by the Union, the Employer will collect any delinquent dues in accordance with any payment schedule that may have been agreed upon by the employee and the Union .

B. The voluntary authorization shall be effective after the delivery date of such authorization to the unit member's Appointing Authority personnel office. New authorization cards must be submitted by the 9th day of any pay period for deductions to be made by the following pay period.

1. Deduction will be made only when the unit member is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal income tax; State income tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit member's share of insurance premiums.

2. Membership dues shall be uniform in amount, and shall be as certified in writing by the Union's Executive Vice President or his/her designated representative to the Employer.

C. No unit member shall be required as a condition of continued employment with the State to join the Union.

1 SECTION 2. REPRESENTATION FEES DEDUCTION.

2 An employee may choose to pay a voluntary representation fee to the Union. Such
3 voluntary representation fee shall not exceed regular bi-weekly dues. The fees will be
4 uniformly assessed against all members of the Union, representing only the employee's
5 proportionate share of the Union's costs. Such costs will be germane to collective
6 bargaining, contract administration, grievance administration, and any other cost
7 necessarily or reasonably incurred for the purposes of performing the duties of an
8 exclusive representative of the employees in dealing with the Employer on labor-
9 management issues. Such voluntary representation fee payment shall be fulfilled by the
10 employee signing, dating, and submitting the authorization for voluntary "Deduction of
11 Representation Fee" form to the Employer. This Section shall not take effect until the
12 Union notifies the Employer in writing of the amount of this voluntary representation fee
13 (see Appendix B-2). Such notification may be made on or after the effective date of this
14 Agreement.

15
16 SECTION 3. REMITTANCE AND ACCOUNTING.

17 Voluntary dues and representation fees deducted for any bi-weekly pay period shall be
18 remitted by the Employer to the Executive Vice President or his/her designated
19 representative with a list of unit members for whom the voluntary deduction has been
20 made. Upon written request, the Employer shall provide the Union with a list of unit
21 members who have authorization cards on file (dues and representation fees
22 deductions).

23
24 SECTION 4. REVOCATION.

25 Nothing in this Article shall prohibit a unit member from terminating any dues and/or
26 representation fees deduction authorization at any time. In order to do so, the unit
27 member will provide written notice of such revocation to the Employer, with a copy to
28 the Union. The Employer will make every effort to process the revocation request within
29 one (1) pay period after written notice is received.

30
31 SECTION 5. BARGAINING UNIT INFORMATION PROVIDED TO THE UNION.

32 The Employer shall provide the following information to the Union, including codes and
33 definitions of codes, through whatever automated or other type of system currently in
34 use.

35
36 A. The Employer agrees to furnish a biweekly transaction report to the Union in
37 electronic form, listing employees in this Unit who are hired, rehired, reinstated,
38 transferred into or out of the Bargaining Unit, transferred between Agencies and/or
39 Departments, promoted, reclassified, downgraded, placed on leaves of absence of
40 any type including disability, placed on layoff, recalled from layoff, separated
41 (including retirement), added to or deleted from the Bargaining Unit, or who have

1 made any changes in Union deductions. This report shall include the employee's
2 name, employee identification number, employee status code (appointment type),
3 job code description (class/level), personnel action and reason, effective start and
4 end dates, and process level (Department/Agency).

5
6 B. The Employer will provide a biweekly demographic report to the Union in electronic
7 form, containing the following information for each employee in the Bargaining Unit:
8 the employee's name, employee identification number, street address, city, state, zip
9 code, job code, sex, race, birth date, hire date, process level (Department/Agency),
10 TKU, Union deduction code, deduction amount, employee status code (appointment
11 type), position code (position type), leave of absence/layoff effective date,
12 continuous service hours, county code, worksite code, Unit code and hourly rate.
13 The parties agree that this provision is subject to any prohibition imposed upon the
14 Employer by courts of competent jurisdiction.

15
16 C. Requests for information not provided in Sections A and B above shall be made by
17 the Union to the Office of the State Employer. The Union will pay the full cost of all
18 reports provided by the State pursuant to this Agreement.

19
20 SECTION 6. AID TO OTHER UNIONS.

21 The Employer agrees and shall cause its designated agents not to aid, promote, or
22 finance any other labor or employee organization which purports to engage in employee
23 representation of employees in this Bargaining Unit, or make any agreements which
24 undermine the Union with any such group or organization.

25 Nothing contained herein shall be construed to prevent any representative of the
26 Employer from meeting with any professional or citizen organization for the purpose of
27 hearing its views, except that as to matters presented by such organizations which are
28 proper subjects of negotiation, any changes or modifications shall be made only through
29 negotiations with the Union.

30
31
32 **ARTICLE 5**
33 **UNION RIGHTS**

34
35 SECTION 1. BULLETIN BOARDS.

36 The Employer shall furnish space for Union bulletin boards at locations used to house
37 Bargaining Unit employees as mutually agreed upon, for exclusive use of the Union to
38 enable employees of the Bargaining Unit to read materials posted by the Union. Such
39 mutual agreement, including size, cost, and installation, shall be agreed upon at Labor
40 Management Meetings. The Employer shall continue providing Union bulletin boards
41 provided under prior agreement.

1 All materials shall be signed, dated, and posted by the designated Union
2 Representative and may not be removed by other than the designated Union
3 Representative unless the material is objectionable. Objectionable materials are defined
4 as follows:

- 5
- 6 1. Partisan political literature;
- 7
- 8 2. Materials ridiculing individuals by name or obvious direct reference or;
- 9
- 10 3. Materials defamatory to the Employer.

11
12 **SECTION 2. MAIL SERVICE.**

13 The Union shall be permitted to use the Department/Agency mail distribution services,
14 except as prohibited by law. Such mailings shall be of a reasonable size, volume and
15 frequency, and prepared by the Union in accordance with mail policies prescribed
16 through secondary negotiations.

17
18 Union use of the mail system shall not include any U. S. mails or other commercial or
19 statewide delivery services used by the State as part of or separate from
20 Department/Agency mail systems. The Union's use of the mail service shall be the
21 responsibility of the designated Union Representative.

22
23 The Employer shall not be held liable for the delivery and security of any mailings.

24
25 **SECTION 3. UNION INFORMATION PACKET.**

26 On the first day of employment in the Bargaining Unit, or on the day tax withholding
27 forms are signed, the Employer shall distribute to a new employee a packet of
28 informational materials supplied to the Employer by the Union. The Employer retains the
29 right to review the material supplied.

30
31 There shall be a system requiring an employee to sign a receipt for such informational
32 packet. Such receipt shall be provided to the Union. Procedural details of such receipt
33 system shall be determined promptly by mutual agreement of the Union and the
34 Appointing Authority.

35
36 **SECTION 4. ORIENTATION.**

37 During the orientation of new Bargaining Unit employees, the Union shall be given an
38 opportunity to have a Union Representative speak for not more than fifteen (15) minutes
39 to provide information about the Union. At least one (1) Employer Representative may
40 attend such orientation as an observer, but shall not participate in nor interfere with the
41 Union presentation. The Union shall be given a minimum of five (5) calendar days

1 written notification via either regular or electronic mail prior to the orientation meeting by
2 the Appointing Authority.

3
4 SECTION 5. UNION OFFICE SPACE.

5 All office space currently being used by the Union under this Section may continue to be
6 used; however, the Employer reserves the right to require a lease or other written
7 agreement and the payment of rent by the Union. Such lease or agreement will include
8 a rent amount negotiated by the parties, and is subject to approval by the Department of
9 Technology, Management and Budget. The Union will reimburse the State of Michigan
10 for the Union's telephone bills associated with the Union's office.

11
12 Such premises shall be for the sole and exclusive use of the Union. Access and security
13 will be in accordance with agency or departmental rules. The Union will maintain such
14 space in appropriate condition and in accordance with the requirements of the
15 Employer.

16
17 The Employer reserves the right to withdraw approval for the Union's use of such
18 premises, upon thirty (30) days written notice to the Union, only due to operational
19 requirements, failure to pay rental charges, or misuse by the Union or its agents. If
20 approval is withdrawn due to operational requirements, the Employer will make a good
21 faith effort to provide alternative office space.

22
23 The Union agrees to indemnify and hold harmless the Employer against orders or
24 judgments not resulting from the negligence of the Employer, its employees or agents,
25 issued against the Employer arising out of the Union's occupying office space.

26
27 SECTION 6. UNION MEETINGS ON STATE PREMISES.

28 The Employer shall provide, upon prior Union request, State conference and meeting
29 rooms for Bargaining Unit meetings, subject to approval of the appropriate local
30 Employer Representative. Such facilities shall be furnished without charge to the Union.
31 Bargaining Unit meetings on State premises shall be governed by operational
32 considerations of the local facility.

33
34 SECTION 7. TELEPHONE DIRECTORY.

35 The Employer agrees to publish the telephone number and business address of the
36 Union in the State of Michigan telephone directory.

37
38 SECTION 8. ACCESS TO PREMISES.

39 Representatives of the Union shall be admitted to the premises of the Employer during
40 working hours upon advance notice, if possible, to the appropriate Employer
41 Representative. Such visitation shall be for the purpose of participating in Union-

1 Management meetings, interviewing grievants, attending grievance conferences, and
2 for other reasons related to the administration of this Agreement.

3
4 Security needs and reasonable operational requirements shall be observed by Union
5 Representatives during such admissions to Employer premises.

6
7 **SECTION 9. EXPEDITED RESOLUTION OF DISPUTES.**

8 Where the Employer believes that objectionable materials, as defined in Section 1 of
9 this Article, have been prepared in Union office space, posted on bulletin boards,
10 distributed through the Department/Agency mail service, included in Union Information
11 Packets, or presented at orientation, it shall not interfere with such preparation, posting,
12 inclusion, or presentation. Rather, the involved Employer supervisor shall promptly
13 schedule a conference with the designated Union Steward for the affected work
14 location.

15
16 If the dispute is not resolved, the affected Appointing Authority shall promptly schedule
17 a conference with a Union Representative with authority to bind the Union for the
18 purpose of resolving the dispute. The Representative of the Appointing Authority at the
19 conference shall have authority to bind the Appointing Authority.

20
21 If the dispute is not resolved and the Appointing Authority still determines the materials
22 objectionable, it may then, as applicable: a) remove the disputed posted material; b)
23 suspend the distribution of the disputed material through the Department/Agency mail
24 service; c) exclude the disputed material from Union information packets; or d) require
25 exclusion of the disputed statements from presentations at orientation. The Union may
26 grieve such action directly to an arbitrator for expedited and final and binding resolution
27 of the dispute. The parties shall endeavor to stipulate to all material facts. Any hearing,
28 if necessary, shall be conducted, arguments submitted, and the Arbitrator's decision
29 rendered within fifteen (15) days.

30
31 The American Arbitration Association expedited arbitration procedure shall be used.
32
33

34 **ARTICLE 6**

35 **MANAGEMENT RIGHTS**

36
37 It is agreed that, except as limited by this Agreement, the management of Departments
38 and Agencies in the Bargaining Unit shall inhere in the Employer. Management rights
39 include, but are not limited to, the right, without engaging in negotiations, to:

40
41 Determine matters of managerial policy; mission of the Agency; budget; the method,
42 means, and personnel by which the Employer's operations are to be conducted;
43 organization structure; standards of service and maintenance of efficiency; the right to

1 select, promote, assign, or transfer employees; discipline employees for just cause in
2 accordance with this Collective Bargaining Agreement; and in cases of temporary
3 emergency, to take whatever action is necessary to safeguard employees in
4 accordance with MIOSHA Safety Standards, and carry out the Agency's mission.

5
6 Make reasonable work rules which regulate performance, conduct, and safety and
7 health of employees, provided such work rules shall be reduced to writing and furnished
8 to the Union at least ten (10) work days in advance of their effective date. Additionally,
9 work rules will be made available to each Bargaining Unit employee subsequent to the
10 Union's review and prior to their effective date.

11
12 This Agreement, including its supplements and exhibits attached hereto (if any),
13 concludes all primary negotiations between the parties during the term hereof and
14 satisfies the obligation of the Employer and the Union to bargain during the term of this
15 Agreement, except as otherwise provided in this Agreement. The Union acknowledges
16 and agrees that the bargaining process, under which this Agreement has been
17 negotiated, is the exclusive process for affecting terms and conditions of employment at
18 both primary and secondary levels, and such terms and conditions shall not be
19 addressed under Civil Service Rules and Regulations.

20
21 The parties agree that by mutual agreement they may reopen for negotiations any
22 portions of this Agreement.

23
24 The parties acknowledge that during the negotiations which preceded this Agreement,
25 each had the unlimited right and opportunity to make demands and proposals with
26 respect to any negotiable subject or matter, and that the understandings and
27 agreements arrived at by the parties after the exercise of that right and opportunity are
28 set forth in this Agreement.

31 **ARTICLE 7**

32 **UNION BUSINESS**

33 **SECTION 1. TIME OFF FOR UNION BUSINESS.**

34
35 To the extent that attendance for Union business does not interfere with the Employer's
36 operation, properly designated Union Representatives, regardless of shift assignment,
37 shall be released and allowed time off without pay for legitimate Union business.
38 Approval for such time off shall not be unreasonably denied.

39
40 Employees who have been granted time off without pay shall not earn annual, sick, or
41 length of service credits during the time spent in authorized Union business. Such time
42 off shall not be detrimental in any way to the employee's record. The parties agree to
43 minimize time lost from work.

1
2 A properly designated Union Representative shall notify and receive approval from
3 his/her supervisor on each occasion before engaging in Union business authorized by
4 this Agreement. Such notice shall be furnished at least two (2) weekdays in advance of
5 the date that work schedules must be established in accordance with Article 15, Section
6 4, of this Agreement, except as mutually agreed to locally on a case-by-case basis.

7
8 In addition to the notice from the employee required above, the Union President or
9 his/her designee shall also provide, at least two (2) weekdays in advance of the date
10 that work schedules must be established in accordance with Article 15, Section 4, of this
11 Agreement, written notice containing the name(s) and Department/Agency affiliation of
12 employees designated by the Union to attend such functions. In emergency situations,
13 the Employer may authorize a variance from this procedural requirement.

14
15 No employee shall be entitled to be released and the Employer is under no obligation to
16 permit repurchase of annual leave, pursuant to these provisions, unless designated by
17 the Union President or his/her designee.

18
19 SECTION 2. ANNUAL LEAVE BUY BACK.

20 An employee may utilize any accumulated time (holiday, compensatory, annual) in lieu
21 of taking such time off without pay, as provided for in Section 1 of this Article. When the
22 employee elects to utilize annual leave credits, the Union may “buy back” such credits
23 with the following restrictions:

- 24
25 A. An employee shall be permitted annual leave absence from work for such Union
26 business up to a maximum of accrued credits.
27
28 B. The Union may reinstate such expended credits used in the previous twelve (12)
29 months by cash payment to the department personal services account at the
30 employee’s current daily rate. The Union shall furnish to the Department the total
31 cost to the state of such credits. This provision shall be administered in compliance
32 with applicable tax statutes.
33
34 C. The Union shall be allowed to exercise the option of reinstating such credits for any
35 one employee no more than six (6) times each fiscal year.

36
37 SECTION 3. ADMINISTRATIVE LEAVE.

38 Subject to the operational needs of the Employer and in accordance with the provisions
39 below, employees in this Bargaining Unit shall be released and permitted time off
40 without loss of pay or benefits during scheduled working hours for Union business,
41 subject to the following conditions:
42

- 1 A. The administrative leave provided in this Section shall be the only administrative
2 leave for Union business that may be utilized by any employee in this Bargaining
3 Unit.
4
- 5 B. An Administrative Leave Bank is established based on one hour of administrative
6 leave for each employee in the Bargaining Unit. Such bank shall be computed on the
7 basis of the number of employees in the Bargaining Unit who are on active payroll
8 status at the end of the pay period which includes January 1 of each calendar year.
9

10 Such administrative leave which is not used may be carried forward to other years to
11 cover absences from regularly scheduled work activities authorized by this Section.
12

13 Such administrative leave shall be granted only in one hour increments.
14

15 Approval for such time off shall not be unreasonably denied.
16

17 It is agreed that the Administrative Leave Bank provided herein replaces the
18 Administrative Leave Bank granted in the Civil Service Commission Rules and
19 Regulations.
20

21 The Office of the State Employer shall provide the Union with an annual report on
22 the number of hours utilized from the bank during the preceding calendar year.
23

24 No deduction shall be made, nor shall any employee be entitled to be released on
25 such administrative leave, without prior written authorization from the Union
26 President or his/her designee. Such authorization shall be sent to the Office of the
27 State Employer and the Departmental/Agency Employer.
28

- 29 C. An administrative leave bank of 2,088 hours shall be established on January 1 of
30 each year to be used by any employee in this Bargaining Unit who is a duly elected
31 member of the State of Michigan AFL-CIO Executive Council and/or serving on the
32 State of Michigan AFL-CIO Standing Committee on Unemployment Insurance as
33 appointed by the President of the State of Michigan AFL-CIO, within five (5) days
34 after such election or appointment (or if already elected or serving, within five (5)
35 days after the effective date of this contract). The Union will furnish to the State
36 Employer in writing the name and department of such employee. Notification of any
37 change in membership of the AFL-CIO Executive Council and/or the Standing
38 Committee on Unemployment Insurance shall also be in writing to the State
39 Employer within five (5) days after such change.
40

41 Any such administrative leave, which is not used, may not be carried forward to
42 other years.
43

1 D. A duly elected member of the Human Services Support Unit of SEIU Local 517-M
2 Executive Board (not to exceed one (1) in this Bargaining Unit) shall be granted time
3 off without loss of pay to prepare for and attend meetings of the Executive Board.
4 Such time shall not exceed two (2) days per executive board meeting or twelve (12)
5 days per year. Provisions for notice to the Employer of such member's intent to
6 prepare for and attend Executive Board Meetings shall be mutually agreed to by the
7 parties.
8
9

ARTICLE 8

REPRESENTATION AND TIME OFF WITHOUT LOSS OF PAY

SECTION 1. BARGAINING COMMITTEE.

14 Employees in the Bargaining Unit shall be represented by the Union in primary and
15 secondary level negotiations in accordance with this Section. Authorized Bargaining
16 Committee Representatives shall lose no pay or benefits for participating in negotiations
17 authorized by this Section.
18

A. Primary Negotiations.

19 The Primary Bargaining Committee shall be designated by the Union and shall
20 consist of not more than seven (7) persons per session excluding non-State
21 employees. State employee designations shall be provided to the State Employer in
22 writing at least fourteen (14) days prior to the first negotiation session. Primary
23 Bargaining Committee Representatives shall be employed in a classification in the
24 Bargaining Unit. Each properly designated Bargaining Committee Representative
25 shall be granted administrative leave for all approved time related to primary
26 negotiations.
27
28

B. Secondary Negotiations.

29 The Secondary Bargaining Committee shall be designated by the Union and shall
30 consist of not more than five (5) persons in the Unemployment Agency (hereinafter
31 referred to as UA) and four (4) persons in the other Departments. Secondary
32 Bargaining Committee Representatives shall be employed in a classification in the
33 Bargaining Unit in such Department to which secondary negotiations pertain, except
34 that in Departments other than UA, up to two (2) Secondary Bargaining Committee
35 Representatives may be employed in another Department. Written notice of the
36 names of unit employees designated by the Union shall be supplied to the relevant
37 Departmental Employer at least seven (7) days prior to the first negotiating session.
38
39

SECTION 2. UNION ACTIVITIES DURING WORKING HOURS.

41 Employees shall be released and allowed time off, subject to Civil Service Rules and
42 Regulations, without loss of pay or benefits during working hours to attend grievance

1 conferences, Labor-Management Meetings, committee meetings, and activities
2 established by this Agreement, or meetings or conferences called or agreed to by the
3 Employer or the Department of Civil Service (including the Civil Service Commission), if
4 such employees are entitled by the provisions of this Agreement to attend such
5 meetings by virtue of being Union representatives, Chief Stewards, Stewards, Alternate
6 Stewards, witnesses, and/or grievants except in the case of emergency. If an employee
7 is not released to attend such meetings in accordance with the provisions of this
8 Agreement, the Union may request the appropriate authority to postpone and
9 reschedule such meeting. In those cases where the Union makes such a request, the
10 Employer shall grant or concur in such request.

11
12 **SECTION 3. GRIEVANCE REPRESENTATION.**

13 The Chief Steward, Steward, or Alternate Steward in the jurisdictional area of the
14 grievant are authorized to represent the grievant at Steps One (1) and Two (2) of the
15 grievance procedure without loss of pay or benefits. Beginning at Step Three (3), the
16 Union may designate its Representative.

17
18 **SECTION 4. JURISDICTIONAL AREAS.**

19 The jurisdictional areas for Stewards, Alternate Stewards, and Chief Stewards shall be
20 determined by the Union. Said Representatives shall be employed in the jurisdictional
21 area for which they have responsibility.

22
23 In a jurisdictional area where no Steward or Alternate Steward has been selected, and
24 in those cases when a Steward or Alternate Steward is not available (for example, the
25 Steward or Alternate Steward is on vacation or ill), a Chief Steward, Steward, or
26 Alternate Steward as designated by the Union may perform the representational
27 activities authorized by this Agreement. The Union will make every effort to utilize a
28 Steward from the geographically nearest work location.

29
30 The Union agrees to make a positive effort to select a Steward at all work locations.

31
32 **SECTION 5. STEWARDS.**

33 The Union may select Stewards and Alternate Stewards to represent employees in the
34 Bargaining Unit. Stewards and Alternate Stewards shall be members of the Bargaining
35 Unit.

36
37 **SECTION 6. CHIEF STEWARDS.**

38 The Union may select up to ten (10) Chief Stewards. The Union may designate eight (8)
39 Stewards on a trial basis. The termination of such trial basis shall be at the discretion of
40 the Union.

1 Chief Stewards shall be members of the Bargaining Unit.

2
3 **SECTION 7. NOTICE TO THE EMPLOYER.**

4 The Union shall furnish to the Appointing Authority and the State Employer in writing the
5 names and jurisdictional areas of Chief Stewards, Stewards, and Alternate Stewards
6 within sixty (60) days after the effective date of this Agreement. Any jurisdictional area
7 changes, or changes in the above listing of Chief Stewards, Stewards, and Alternate
8 Stewards shall be forwarded to the Appointing Authority and the State Employer by the
9 Union in writing as soon as such changes are made operational.

10
11 **SECTION 8. RELEASE OF UNION REPRESENTATIVES.**

12 The Chief Steward, Steward, Alternate Steward, or other Union Representative shall
13 first notify and receive approval from his/her supervisor before leaving his/her work to
14 engage in employee representational activities authorized by this Agreement. Such
15 approval shall normally be granted. In the event that approval is not granted for the time
16 requested by such Union Representative, the Union, at its discretion, may either request
17 an alternate Union Representative or have the activity postponed and rescheduled. It is
18 the Union's sole discretion to designate its representatives in accordance with this
19 article. The Employer will make every effort to allow Union Representatives to be
20 released for representational activities as early in the work shift as possible.

21
22 **SECTION 9. ACCESS TO UNION REPRESENTATIVES.**

23 An employee shall have reasonable access to Union representation during work hours
24 to discuss rights and obligations provided for in this Agreement. Such discussions shall
25 not disrupt the operations of the Employer.

26
27 When an employee desires access to a Union Representative during work hours, the
28 employee shall notify his/her supervisor or designee, and such access shall be allowed
29 within a reasonable length of time such that work operations are not disrupted. The
30 Employer will make every effort to allow employees to obtain Union representation as
31 early in the work shift as is possible.

32
33
34 **ARTICLE 9**

35 **GRIEVANCE PROCEDURE**

36
37 **SECTION 1. PURPOSE.**

38 The purpose of the grievance procedure contained in this Article shall be to provide an
39 orderly system of resolving employee grievances in a timely manner consistent with the
40 provisions of this Agreement. It is the intent of the parties that there shall be full

1 discussion and consideration of grievances, based upon information available at the
2 time of the grievance conference. The parties shall make a sincere and determined
3 effort to settle meritorious grievances and keep the process free of unmeritorious
4 grievances.

5
6 SECTION 2. GENERAL.

7 A grievance is a written complaint of violation of this Agreement or of any personnel
8 policy, rule, regulation, procedure, condition of employment, or mutually accepted past
9 practice alleged to be a violation of this Agreement, or a claim of discipline without just
10 cause. In a grievance concerning past practice, mutuality shall be one of the issues for
11 the Arbitrator if raised by either party.

12
13 Except as provided in Section 6 of this Article, an employee of the Bargaining Unit shall
14 have the right to process a grievance through designated Union Representatives, or
15 independently up through Step Two (2) provided that no discussion shall be had on the
16 matter until the designated Union Representative has been afforded a reasonable
17 opportunity to appear and present the Union's position at any grievance discussion. On
18 grievances filed independently, the Union reserves the right to appeal to Step Three (3)
19 if not satisfied with the Step Two (2) answer. Grievance settlements with unrepresented
20 grievants shall not be inconsistent with the provisions of this Agreement.

21
22 When the Union through its designated representative accepts a written grievance
23 settlement offer, processing the grievance shall end. No grievance settlement may be
24 offered to a grievant unless the designated Union Representative is present. The Union
25 may initiate a grievance alleging a violation in the application or interpretation of this
26 Agreement.

27
28 Any resolution of a grievance prior to arbitration shall be without precedent unless
29 otherwise agreed by the Union and the Employer. There shall be no appeal beyond
30 Step Three (3) on initial probationary service ratings or dismissals of initial probationary
31 employees which occur during or upon completion of the probationary period, except
32 that grievances alleging prohibited discrimination against a probationary employee may
33 be appealed by the Union to Step Four (4). Annual ratings are not appealable beyond
34 Step Three (3). Counseling memoranda and reprimands are not appealable beyond
35 Step Three (3).

36
37 The Union, the designated Union Representative(s), and the grievant(s) shall receive
38 notice of the time and place of the mutually agreed upon grievance conferences, and
39 shall have the right to appear and present the Union's position at such conferences
40 (subject to limitations specified in Section 3 of this Article regarding group grievances
41 and in Section 7 regarding the appearance of the grievant at Step Three (3)). At Step
42 Three (3), scheduling notices shall be issued at least fourteen (14) calendar days prior
43 to the grievance conference date. The Employer need not notify the grievant if the

1 Union has exercised its right to waive the grievant's attendance at the Step Three (3)
2 conference and has so notified the Employer.

3
4 A copy of any grievance filed by a member of the Bargaining Unit shall be provided to
5 the Union before the Step One (1) conference is held. The Union shall also be provided
6 with all decisions and appeals of grievances filed by members of the Bargaining Unit.

7
8 The term "weekday" as used in this Article shall be defined as Monday through Friday
9 inclusive, excluding holidays.

10
11 SECTION 3. GRIEVANCE PROCESSING.

12 Grievances shall be presented in writing to the designated Management Representative
13 on a mutually agreed upon form, if available, or by written memo, signed and dated by
14 the grievant(s), indicating that it is a grievance. Receipt of such memo begins the time
15 period for the Employer's response.

16
17 Prior to the scheduled meeting with management at each step of the grievance
18 procedure, the grievant, if scheduled to attend the grievance conference, and his/her
19 Union Representative, if a member of the Bargaining Unit, shall be permitted a
20 reasonable amount of time, not to exceed one-half (½) hour, without loss of pay or
21 benefits for consultation and preparation group gri for such grievance meetings. In the
22 UIA, nothing in this Section shall prohibit the continuation of present practices in regard
23 to preparation for grievance conferences. Requests for time under this provision shall
24 include the identification of the grievance for which preparation time is being requested
25 and the estimated period of time necessary for such preparation. Overtime for
26 participation in the grievance procedure is not authorized. The Employer is not
27 responsible for any travel or subsistence expenses incurred by grievants, witnesses, or
28 Stewards in participating in the grievance procedure. However, if the Employer requires
29 a meeting location other than the grievant's scheduled work site, that location will be
30 mutually-agreeable between the parties. No employee shall leave his/her workstation
31 without first requesting and receiving approval of the immediate supervisor. Approval for
32 and scheduling grievance meetings shall not be unreasonably denied.

33
34 Failure of the Employer to answer a grievance within the prescribed time limits shall
35 result in the grievance being appealed to the next step of the grievance procedure
36 providing the Union notifies the designated Management Representative at that next
37 step within fifteen (15) weekdays of the expiration of the time limits for management's
38 response at the lower level.

39
40 Time limits for scheduling grievance conferences, issuing grievance responses, and
41 appealing to the next step may be extended by mutual agreement.

1 Grievances involving like circumstances and facts affecting a group of employees within
2 the Bargaining Unit may, at the option of the Union, be filed as a group grievance.
3 Group grievances shall be so designated at the time of filing. The group grievances
4 shall, insofar as possible, identify all employees and/or classifications and all work
5 locations covered. No more than two (2) grievants may appear without loss of pay or
6 benefits to represent the group at any step of the grievance procedure. This shall not
7 restrict the right of the Union to have necessary witnesses appear at Step Four (4).

8
9 A grievance shall state the issue involved, the relief sought, the date the incident or
10 violation took place, and the Section(s) of the Agreement involved.

11
12 Only related subject matters shall be covered in any one grievance. A grievance may be
13 amended at any time up to the conclusion of the Step Three (3) conference on the basis
14 of facts previously unknown.

15
16 If a grievance appeal or response is mailed, it shall be considered as within the time
17 limits if it is postmarked within the time limits.

18
19 At Step Two (2) and Step Three (3), up to two Union Representatives may appear at
20 any conference or hearing, without loss of pay or benefits, to represent the grievant.

21
22 **SECTION 4. WITNESSES AND DOCUMENTS.**

23 At least ten (10) calendar days before a scheduled arbitration, the parties shall
24 exchange the names of witnesses each plans to call to testify.

25
26 The Employer agrees to release witnesses necessary for arbitration without loss of pay
27 or benefits. Whenever possible, witnesses shall be placed on call and return to work
28 upon completion of their testimony, in order to minimize time lost from work.

29
30 Upon request, the parties shall receive documents or records which the other intends to
31 present at the arbitration.

32
33 Upon written request, the Union shall within a reasonable time receive specific
34 documents or records available from the Employer not prohibited by law, and pertinent
35 to the grievance at hand. Discretion permitted under the Freedom of Information Act
36 shall not be impaired by this Section.

37
38 **SECTION 5. RETROACTIVITY OF GRIEVANCE AWARDS.**

39 Settlement of grievances may or may not be retroactive as the equities of the particular
40 case may demand as determined by the Arbitrator. In any case where it is determined
41 that the award should be applied retroactively, except for administrative errors relating
42 to the payment of wages, the maximum period of retroactivity allowed shall be a date

1 not earlier than one hundred and eighty (180) calendar days prior to the initiation of the
2 written grievance.

3
4 SECTION 6. EXCLUSIVE PROCEDURE.

5 The grievance procedure set out in this Article shall only apply to and be exclusive for
6 all grievances permitted under Civil Service Rules and Regulations. The grievance
7 procedure set out above shall not be used for the adjustment of any dispute for which
8 the Civil Service Rules or Regulations require the exclusive use of a Civil Service forum
9 or procedure.

10
11 SECTION 7. GRIEVANCE STEPS.

12 In work locations where no Steward or Chief Steward is selected because the small
13 number or scattered distribution of Bargaining Unit employees in that location does not
14 warrant such selection, employees have the option of waiving Step One (1) and Step
15 Two (2) and may file grievances directly at Step Three (3). In such cases, a Chief
16 Steward, Steward, or Alternate Steward in the jurisdictional area where the conference
17 is to be held shall be released without loss of pay or benefits to represent the grievant at
18 Steps One (1), Two (2), or Three (3).

19
20 Subject to the objection of the other party, a grievance may be filed at any step of the
21 grievance procedure if the issue is not capable of being settled at a preliminary step.
22 Grievances involving involuntary demotions, suspensions, discharges, seniority, or
23 layoff and recall actions, including recall of UI Examiners to temporary appointments or
24 expiration of said temporary appointments pursuant to Article 13, Section 14 shall be
25 filed directly at Step Three (3) of the grievance procedure, except that grievances
26 involving recall of UI Examiners to temporary appointments or expiration of said
27 temporary appointments pursuant to Article 13, Section 14, shall be filed directly at Step
28 Two (2). Grievances involving scheduling and the return to furlough of permanent-
29 intermittent employees pursuant to Article 19, Section 3, shall also be filed directly at
30 Step Two (2).

31
32 Informal discussion of complaints between employees and/or Stewards and supervisors
33 is encouraged prior to filing of written grievances.

34
35 Step One: All grievances shall be presented within ten (10) weekdays of the time the
36 employee or the Union first became aware or, by the exercise of reasonable diligence,
37 should have become aware of the cause of such grievance. The designated
38 Management Representative shall meet with the grievant(s) and his/her Union
39 Representative and attempt to resolve the grievance, and return a written response to
40 the grievant(s) and his/her Union Representative within ten (10) weekdays of receipt of
41 the written grievance from the grievant(s) or his/her Union Representative.

1 Step Two: If not satisfied with the Step One (1) answer, the grievance, to be considered
2 timely, must be appealed to the designated Management Representative within ten
3 weekdays from receipt of the answer to Step One (1). The designated Management
4 Representative shall hold a grievance conference to discuss and attempt to resolve the
5 grievance and return a written response within ten (10) weekdays of receipt of the
6 written appeal from Step One (1). The grievant and authorized Union Representative(s)
7 may participate in such conferences.
8

9 Step Three: If not satisfied with the Step Two (2) answer, the grievance, to be
10 considered timely, must be appealed to the Departmental Appointing Authority or its
11 designee within twenty-five (25) weekdays from receipt of the answer to Step Two (2).
12 The designated Management Representative shall hold a grievance conference to
13 discuss and attempt to resolve the grievance, and return a written response within
14 twenty-five (25) weekdays of receipt of the written appeal from Step Two (2). The
15 grievant and authorized Union Representative(s) may participate in such conferences.
16 The Union, at its discretion, may waive the presence of the grievant at the Step Three
17 (3) grievance conference.
18

19 Step Four: If not satisfied with the Employer's answer in Step Three (3), only the Union
20 may appeal the grievance to binding arbitration, within thirty-five (35) weekdays of
21 receipt of the Step Three (3) answer.
22

23 The appeal to arbitration will consist of a written notice to the Office of the State
24 Employer and the affected Department. Within ten (10) weekdays of the receipt of the
25 Union's notice, the Office of the State Employer shall request arbitration in accordance
26 with the procedures specified herein.
27

28 Within thirty days after approval of this Agreement the Union and the Office of the State
29 Employer shall simultaneously exchange the names of eight (8) labor arbitrators (who
30 are members of the National Academy of Arbitrators, or on the American Arbitration
31 Association, the Federal Mediation and Conciliation Service or Michigan Employee
32 Relations Commission Rolls). Each party shall then have the right to strike five names
33 from the other party's list. The remaining names shall be the pool of arbitrators to be
34 used for all grievances. Any arbitrator nominated by both parties shall serve on the
35 panel. Should a selected arbitrator decline to serve on the panel, the party proposing
36 the name may submit another name of an arbitrator to be considered by the other party.
37

38 Once the panel is established the names will be listed in alphabetical order.
39 Assignments shall be in a rotational order.
40

41 The Office of the State Employer shall provide copies of the request for arbitration to the
42 affected Department and the Union. Each request for arbitration shall require that the
43 Arbitrator schedule and hold the hearing within sixty (60) calendar days of receipt of the
44 request for arbitration. The parties shall set aside normal business in order to schedule

1 and hold the hearing within this time frame. By mutual written agreement, the parties
2 may waive the sixty (60) calendar day time limit. Upon receipt of notice from the
3 Arbitrator that the sixty (60) calendar day time limit cannot be met, the Office of the
4 State Employer shall send a second request for arbitration to the next Arbitrator on the
5 list.

6
7 The Arbitrator will conduct the hearing in accordance with the Commercial Arbitration
8 Rules and Mediation Procedures of the Rules of the American Arbitration Association
9 (AAA), except as otherwise provided for in this Agreement

10
11 The Arbitrator's authority will be confined to the specific written provisions of this
12 Agreement. The Arbitrator shall have no authority to add to, subtract from, modify,
13 ignore, or otherwise amend any term of this Agreement and Civil Service Rules or
14 Regulations. The authority of the Arbitrator shall remain subject to and subordinate to
15 the limitations and restrictions on subject matters and personal jurisdiction in the Civil
16 Service Rules and Regulations.

17
18 Employees who can provide relevant and material testimony shall be subject to
19 subpoena by the Arbitrator.

20
21 Except as provided in the Civil Service Rules and Regulations, the Arbitrator's ruling will
22 be binding on both parties.

23
24 During January of each year the Union has the right to remove one Arbitrator from the
25 panel and the Office of the State Employer has the right to remove one Arbitrator from
26 the panel. The Union and the Office of the State Employer will mutually agree upon the
27 replacement Arbitrator(s).

28
29 Expedited Arbitration.

30 a. An expedited arbitration system shall be used for all appeals to arbitration that
31 involve the involuntary separation of an employee from state employment.

32
33 b. The Arbitrator selected shall be requested to hear the case within forty-five (45)
34 calendar days of being assigned the case. By mutual written agreement, the parties
35 may waive the forty-five (45) calendar day time limit. Upon receipt of notice from the
36 Arbitrator that the forty-five (45) day time limit cannot be met, the Office of the State
37 Employer shall send a second request for arbitration to the next Arbitrator on the list.

38
39 c. Briefs, if any, shall be filed simultaneously by the parties within fourteen (14)
40 calendar days of the last day of the arbitration hearing.

41
42 d. The decision of the Arbitrator shall be rendered within fourteen (14) calendar days of
43 the closing of the record. By mutual agreement, the Arbitrator may issue a bench
44 decision.

1
2 At the request of either party, including the State Employer, prior to a scheduled
3 arbitration hearing, the parties shall convene a pre-arbitration conference. Such a
4 conference will be for the purpose of clarifying and stipulating the issue(s) to be
5 arbitrated, if possible; attempting to resolve the grievance; or for any other purpose
6 mutually agreed to. Either party may propose a settlement of the disputed issue(s). If a
7 settlement proposal is made, it shall be discussed and considered, but shall not be
8 admissible at arbitration. The designated State Employer Representative, at his/her
9 discretion, may participate in the conference. The party requesting a pre-arbitration
10 conference shall make the request at least ten (10) weekdays prior to the scheduled
11 hearing, unless mutually agreed otherwise in writing.

12
13 The expenses and fees of the Arbitrator and the cost of the hearings room, if any,
14 excluding a court reporter if requested by only one of the parties, will be shared equally
15 by the parties. If one party provides a copy of the transcript for the Arbitrator, they shall
16 also provide a copy for the other party. Each party shall be responsible for the costs of
17 its own representatives and witnesses. Any cancellation or rescheduling fees shall be
18 the responsibility of the requesting party. In the event that both parties mutually request
19 a cancellation or rescheduling, any associated costs shall be borne equally.

20
21 Upon mutual agreement of the parties, the services of a private umpire, arbitrator, the
22 Federal Mediation and Conciliation Service, or the Michigan Employment Relations
23 Commission may be used to resolve grievances at this step.

24
25 **SECTION 8. ATTENDANCE AT GRIEVANCE CONFERENCES.**

26 Attendance at and reasonable travel time to grievance conferences and arbitration by
27 grievants and Union Representatives authorized by this Agreement shall be without loss
28 of pay or benefits. Union Representatives outside classified employment may attend
29 grievance conferences and hearings at the Union's discretion. Where more than one (1)
30 Union Representative is present, the Union shall designate a chief spokesperson.

31
32
33 **ARTICLE 10**

34 **MEETINGS**

35
36 **SECTION 1. LABOR-MANAGEMENT MEETINGS.**

37 **A. General.**

38
39 Labor-Management Meetings shall be for the purpose of maintaining
40 communications in order to cooperatively discuss and resolve problems of mutual
41 concern to the parties. Items to be included on the agenda for such meetings are to

1 be submitted at least seven (7) calendar days in advance of the scheduled meeting
2 dates unless mutually agreed otherwise. Appropriate subjects for the agenda are:

3
4 (1) Administration of the Agreement;

5
6 (2) General information of interest to the parties;

7
8 (3) Expression of employees' views or suggestions on subjects of interest to
9 employees of the Bargaining Unit; employee job enrichment; and

10
11 (4) Involvement of employees in relevant work place matters including health, safety,
12 and workplace cleanliness and maintenance matters relating to the Bargaining
13 Unit employees; and

14
15 (5) Improvement in the quality of work life for employees in the Human Services
16 Support Bargaining Unit.

17
18 The parties shall be prepared for and have authority to address issues on the
19 agenda, based upon information provided about the nature and background of
20 the issues prior to the meeting.

21
22 Such meetings shall not be considered negotiations, nor shall they be considered
23 as a substitute for the grievance procedure.

24
25 B. Representation.

26
27 The Union shall designate representatives to Labor-Management Meetings in
28 accordance with this Section. For meetings in the UIA, the President shall be entitled
29 to designate up to four (4) representatives who shall be employed in this Bargaining
30 Unit. In all other departments, the Union shall be entitled to designate up to three (3)
31 representatives who shall be employed in this Bargaining Unit. At least one such
32 representative shall be employed in the relevant Department.

33
34 C. Scheduling.

35
36 Labor-Management Meetings shall be scheduled upon request of either party, but
37 not more frequently than monthly, except as may be mutually agreed on a case-by-
38 case basis.

39
40 D. Pay Status of Designated Union Representatives.

41
42 Up to the limit established in this Article, properly designated Union Representatives
43 to Labor-Management Meetings shall be permitted time off from scheduled work up

1 to a maximum of eight (8) hours per meeting for necessary travel and attendance at
2 such meetings. Overtime and travel expense are not authorized.

3
4 **SECTION 2. STATE EMPLOYER.**

5 As may be mutually agreed, the State Employer may meet with representatives of the
6 Union. Discussions at these meetings shall include, but not be limited to, administration
7 of the Agreement.

8
9 **SECTION 3. SPECIAL CONFERENCES.**

10 In the event that a situation arises which requires immediate discussion and action, a
11 Special Conference shall be convened between the parties within two (2) weekdays.

12
13
14 **ARTICLE 11**
15 **HEALTH AND SAFETY**

16
17 **SECTION 1. GENERAL.**

18 The Employer shall make every reasonable effort to provide a safe and healthful place
19 of employment free from recognizable hazards.

20
21 **SECTION 2. PHYSICAL AND MENTAL HEALTH EXAMINATIONS.**

22 Whenever the Employer requires an employee to submit to a medical examination or
23 test, the Employer shall pay the entire cost of such services not covered by health
24 insurance programs, provided that the employee uses the services selected by the
25 Employer.

26
27 **SECTION 3. DAMAGE AND/OR LOSS OF PERSONAL EFFECTS.**

28 The Employer or insurance carrier will pay the cost of repairing or replacing personal
29 effects (possessions owned by an employee) damaged or lost in the line of duty, in
30 accordance with applicable laws and/or regulations of the State Administrative Board in
31 effect on the effective date of this Agreement, or as subsequently improved.

32
33 **SECTION 4. SPACE FOR PERSONAL EFFECTS.**

34 Within budgetary and space limitations, the Employer shall provide secure storage
35 space for wearing apparel and personal property of an employee. Details for providing
36 such space shall be negotiated at the secondary level.

1 SECTION 5. PERSONAL INJURY.

2 When an employee, while on the job, has been assaulted, and when such assault
3 results in an injury which requires the employee's absence from work as documented by
4 a doctor's statement, the employee shall be placed on administrative leave from the
5 time of injury through the end of the seventh (7th) calendar day subsequent to the
6 assault. If an employee subsequently receives Workers' Compensation payments
7 covering the same period of time, the employee shall turn over such Workers'
8 Compensation payments to the Appointing Authority.

9
10 The prevailing practice regarding the payment of medical costs connected with such
11 assault not covered by health insurance programs shall apply to employees in the
12 Bargaining Unit.

13
14 If an employee, when not on official duty, is assaulted as a result of carrying out his/her
15 official duties, the provisions of this Section shall apply.

16
17 SECTION 6. REHABILITATION.

18 The Union and the Employer recognize that less than satisfactory performance can be a
19 consequence of behavioral difficulties attendant to physical, emotional or mental illness,
20 substance abuse, or family and personal conflicts. Without diminishing the Employer's
21 right to discipline employees for just cause, the Employer shall maintain existing
22 Employee Services Programs and/or advise employees relative to counseling and other
23 reasonable or appropriate rehabilitation services available to employees. Appropriate
24 consideration, prior to disciplinary determinations, shall be given to an employee's
25 involvement in such programs.

26
27 SECTION 7. BUILDING LEASES.

28 The Employer shall provide copies of all current and future leases for State buildings to
29 the Union.

30
31 SECTION 8. SECURITY GUARDS.

32 The Employer shall provide security guards at those work locations where it is
33 necessary to do so.

34
35 The parties agree that this subject shall be reopened for negotiations at the request of
36 either party with thirty (30) calendar days notice any time after three (3) months after the
37 effective date of this Agreement.

38

1 SECTION 9. FIRST AID.

2 It is the expressed policy of the Employer and the Union to cooperate to promptly
3 resolve health and/or safety problems in all work locations under the Employer's control.

4
5 The Employer shall provide training to at least one (1) person at each work location in
6 the latest first aid techniques, including Cardiopulmonary Resuscitation (CPR) training
7 given by an American Red Cross or other approved instructor.

8
9 The employer shall maintain at each work location first aid and universal precaution
10 supplies and equipment in accordance with American Red Cross or other approved
11 standards. Maintaining such supplies and equipment includes keeping supplies
12 restocked.

13
14 The telephone numbers of the local fire department, police department, Emergency
15 Medical Service (EMS) or municipal ambulance service, and other appropriate services
16 shall be prominently posted.

17
18 SECTION 10. INSPECTIONS.

19 Whenever an inspector or investigator from any local, State or Federal governmental
20 organization makes a safety or health inspection at a work location, the Union shall be
21 notified as much in advance as possible by the Employer, inspector, or investigator. A
22 local Union Representative, authorized by the Union, shall be released from work
23 without loss of pay or benefits to accompany such inspector or investigator in his/her
24 inspection. Such Union official shall have full rights to ask questions and/or make
25 appropriate statements pertaining to the subject inspection.

26
27 SECTION 11. CONFIDENTIALITY OF MEDICAL RECORDS.

28 To assure strict confidentiality, only authorized representatives of the Employer, or
29 authorized Union Representatives, with the employee's written permission, shall
30 possess or have access to any employee medical records, including sick leave
31 affidavits, records prepared by a private physician, rehabilitation facility, or other
32 resource for professional assistance. The employee shall submit medical records
33 directly to the Appointing Authority. If the employee is not aware of who the Appointing
34 Authority is, they should contact their Office of Human Resources to determine where
35 their medical documentation should be submitted.

36
37 SECTION 12. HEALTH AND SAFETY SUBCOMMITTEES.

38 A Health and Safety Subcommittee shall report on issues of health and safety in
39 accordance with Article 10, Section 1, at Labor-Management Meetings at the
40 Department/Agency level. The establishment and operational details of such
41 subcommittee shall be discussed at the Labor-Management Meeting.

1
2 The Employer and the Union agree to establish a joint Labor-Management Committee,
3 which may include other SEIU Local Unions, to review issues and concerns regarding
4 indoor air quality.

5
6 SECTION 13. EMPLOYEE SAFETY.

7 The Employer will notify the Union regarding any situation which presents immediate
8 danger to a Bargaining Unit employee, and such employee(s) shall be either:

9
10 A. Relocated (temporary transfer) to another work location; or

11
12 B. Put on administrative leave until the work location has been made safe and
13 healthful; or

14
15 C. The Employer shall immediately correct the dangerous situation.

16
17 SECTION 14. EMERGENCY AND EVACUATION PLANS.

18 The Appointing Authority shall provide the Union with copies of all current emergency
19 and evacuation plans and shall also provide copies of such plans as they are changed
20 and/or updated.

21
22 Such plans shall be posted at all work locations.

23
24 SECTION 15. COMPLIANCE LIMITATIONS.

25 The Employer's compliance with this Article is coextensive with the availability of funds
26 required for such compliance. If the Employer is unable to meet the requirements of any
27 Section of this Article due to lack of funds, the Employer shall make all reasonable effort
28 to obtain the necessary funds.

29
30 SECTION 16. TELEPHONE HEADSETS.

31 Where telephonic headsets are utilized/required, employees will be assigned their own
32 telephone headsets which are high quality and effective for employees, and will keep
33 their own headsets within a work environment. When an employee leaves a work
34 environment, they will return their headset to management, and will be assigned a
35 reconditioned headset at the new work environment. The reconditioned headset will
36 include new earmuffs and a new mouthpiece tube and which are high quality and
37 effective for the employee(s).

ARTICLE 12

SENIORITY

SECTION 1. BENEFIT SENIORITY.

A. Definition.

For the purposes stated below, Benefit Seniority, also known as State Employment Seniority, shall consist of the total number of continuous service hours of an employee in the State classified employment. An employee shall accrue no more than a maximum of eighty (80) hours in a biweekly pay period. Benefit Seniority shall not be credited for time in non-career appointments, for lost time, suspension, leave of absence without pay, or layoff, except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff.

B. Application.

Benefit Seniority (State Employment Seniority) as defined above shall be used for:

(1) Annual Leave Accrual.

Employees shall accrue annual leave as stated in Article 22, Section 15. If an employee leaves State employment and later is rehired, she/he shall accrue annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave accrual.

(2) Longevity Pay.

Employees shall be entitled to receive longevity pay as stated in Article 22, Section 25. If an employee leaves State classified employment and later is rehired, she/he shall not receive longevity pay until she/he has been in pay status for five (5) years. After five (5) years, she/he shall receive all previous service time credit for longevity pay.

(3) Retirement Credit.

Credit shall be in accordance with the current statutory requirements.

Continuous service hours for annual leave, longevity pay, and retirement credit shall be broken and/or bridged when an employee leaves State classified employment in accordance with current practice and statutory requirements. Military service hours shall be counted up to five (5) years for Benefit Seniority.

1
2 **SECTION 2. BARGAINING UNIT SENIORITY.**

3 A. **Definition.**

4
5 Bargaining Unit Seniority shall be determined by the employee's most recent date of
6 hire to State classified employment, excluding military time earned prior to State
7 employment and/or service in any excepted or exempted position in State
8 government which preceded entry in State classified service.
9

10 (1) An employee's Bargaining Unit Seniority shall be broken and not bridged when
11 the employee leaves State classified employment for reasons of termination,
12 separation, or voluntary quit.
13

14 (2) An employee who leaves State employment because of layoff, suspension, or
15 approved leave of absence shall have continuous State classified employment
16 bridged for the time of such absence but only for a period of absence up to six (6)
17 years.
18

19 B. **Application.**

20
21 Bargaining Unit Seniority shall be used for:

22
23 (1) Vacation Application and Scheduling (Article 16);

24
25 (2) Assignment and Transfer (Article 14);

26
27 (3) Layoff and Recall (Article 13);

28
29 (4) Scheduling and Furlough (Articles 13 and 19);

30
31 (5) Hours of Work and Overtime (Article 15) and

32
33 (6) Such other purposes agreed to by the parties.
34

35 **SECTION 3. TIES IN BARGAINING UNIT SENIORITY.**

36 Ties in seniority shall first be resolved by:

37
38 A. Total hours served in the employee's current class series, except when the tied
39 employees are not employed in the same class series, such ties shall be resolved by
40 considering total hours served in the class series into which the surplus or affected
41 employee is attempting to bump.
42

- 1 B. Total hours served in the current class/level, except that when the tied employees
2 are not employed in the same class/level, such ties shall be resolved by considering
3 total hours served in the class/level into which the surplus or affected employee is
4 attempting to bump.
5
- 6 C. If a tie still exists, it shall be resolved by the last four (4) digits of the employee's
7 identification number, the higher number being more senior.
8

9 **SECTION 4. LIMITATIONS FOR PROBATIONARY EMPLOYEES.**

10 Probationary employees shall not be granted, and shall not exercise, any seniority rights
11 except as specified in this Agreement. Upon successful completion of the initial
12 probationary period, such employees shall receive credit for the hours accumulated
13 during the probationary period. Nothing in this Section shall preclude the Agreement of
14 the parties from granting limited seniority rights to probationary employees in secondary
15 level negotiations.
16

17 **SECTION 5. SENIORITY LISTS.**

18 A. Master Seniority List.
19

20 The Employer shall furnish to the Union in April and October, without cost to the
21 Union, a Master Seniority List of all employees in the Bargaining Unit. This report
22 shall contain process level (Department and Agency), TKU, job code description
23 (class and level), Bargaining Unit Seniority, and continuous service hours of all
24 employees on the payroll on the preparation date. This report shall be provided in
25 electronic format. The Employer agrees to provide information to enable the Union to
26 use the electronic reports.
27

28 B. Layoff Unit Seniority Lists.
29

30 The Employer shall furnish to the Union, without cost to the Union, during the first
31 week of the first full pay period in April and October, a Layoff Unit Seniority List by
32 layoff unit, indicating the employees' names, identification numbers, class/level,
33 Bargaining Unit Seniority, continuous service hours, TKU, work status, active and
34 approved leave of absence with expiration date of leave of absence, and whether
35 the employee is temporary, seasonal, or probationary. This report shall be provided
36 in electronic format. The Employer agrees to provide information to enable the Union
37 to use the electronic reports.
38

39 In the event the seniority list being used to implement a reduction in force is different
40 from the most recent seniority list provided to the Union in accordance with this
41 Subsection, upon request by the Union, the Employer shall furnish without cost to
42 the Union such list within a reasonable period of time.

1
2 C. Recall Cards/Lists/Forms.
3

4 The Union shall have reasonable access to the Recall Cards/Lists. In the event the
5 Union intends to utilize the recall cards/lists/forms to develop a recall list, the method
6 and means by which the Union will access the recall cards/lists shall be agreed upon
7 by the parties.
8

9 The Employer shall keep recall cards/lists/forms on file for each class/level for all
10 employees covered by this Agreement which shall be considered the official
11 documents to be utilized by the Employer for recalling Bargaining Unit employees.
12 The recall cards/lists/forms shall be kept in descending order of Bargaining Unit
13 Seniority.
14

15 The right of access to the cards/lists/forms by the Union in no way affects the
16 Employer's right to implement the recall of Bargaining Unit employees.
17

18 D. Errors.
19

20 Alleged errors in seniority which are reported shall be immediately investigated and,
21 if verified, corrected by the Appointing Authority within fifteen (15) weekdays of
22 verification.
23
24

25 **ARTICLE 13**

26 **LAYOFF AND RECALL**

27
28 **SECTION 1. DEFINITIONS OF TERMS.**

29 For purposes of this Article, the following definitions shall apply:
30

31 A. Primary Class is the highest class/level in which an employee has status, unless
32 demoted for reasons other than a bump, and from which the employee is laid off.
33

34 An employee who has status in more than one class at an equivalent level (as
35 established by the Civil Service Classification Bureau) to the primary class shall
36 have the right to choose which classification will become the primary class. The
37 employee shall designate his/her primary class the first time she/he is laid off after
38 the effective date of this Agreement.
39

40 B. Secondary Class is any class/level other than the primary class in which an
41 employee has satisfactorily completed a required probationary period and any lower
42 class/level in that same series.
43

1 C. Work Location is a building occupied in part or entirely by Bargaining Unit
2 employee(s), which may be comprised of separate entities. A work location shall
3 include its outstation offices regardless of county location.

4
5 D. Work Location Recall List (Layoff Unit in other than the UIA and WDA) is a recall list
6 for the work location(s) for which a laid-off employee has made him/herself available.

7
8 In the UIA, work location recall information shall be maintained on recall cards/lists in
9 seniority order by class/level. In addition, a UIA employee may make him/herself
10 available for any UIA work location on a statewide basis in a secondary class/level in
11 which she/he has acquired status.

12
13 E. Statewide Recall List is a recall list for all Departments/Agencies.

14
15 F. Address of Record is the employee's address contained in the State's human
16 resources management network.

17
18 G. Probationary Employee is an employee who has not completed a required initial
19 probationary period.

20
21 H. Layoff units

22 Layoff Units for all Human Services Support bargaining unit members shall be:

23
24 1. The work location.

25
26 2. The county.

27
28 3. Statewide.

29
30 **SECTION 2. GENERAL LAYOFF INFORMATION.**

31 The Union recognizes the right of the Employer to lay off employee(s), including the
32 right to determine the extent, effective date and length of such layoff(s), for lack of
33 funds, lack of work or reasons of administrative efficiency.

34
35 It is understood and agreed that any alternative to indefinite layoff contained in this
36 Article may be invoked in accordance with its terms.

37
38 The Employer will, when layoffs are being planned, inform the Union as soon as
39 practicable, which under normal circumstances is hereby deemed to be not less than
40 thirty (30) calendar days. In the UIA, such notice shall list the classifications and number
41 of Bargaining Unit positions by work location that the agency intends to lay off. In the
42 WDA, such notice shall include the classifications and number of Bargaining Unit
43 positions by work location that the agency intends to lay off, 14 days in advance of such

1 layoff or sooner if available. Upon request by the Union, the Employer shall meet and
2 discuss the potential impact of layoff upon employees in the Bargaining Unit.

3
4 Layoff, bumping, and recall of an employee(s) shall be governed by the provisions of
5 this Article.

6
7 SECTION 3. GENERAL LAYOFF PROCEDURES

8 A. The Employer shall determine the location of positions and the number of
9 employees which are to be laid off by class/level. Preauthorized levels in a class
10 series shall be considered as one level. The Employer shall then identify the least
11 senior employee(s) at the work location where the layoff(s) are to occur who will be
12 laid off or given the option to exercise their bumping rights as specified in Sections 5
13 and 6 of this Article. Layoff shall be within the Layoff Unit as listed in Section 1, H.
14 Within a Layoff Unit, layoff shall be by seniority as defined in Article 12, Section 2.
15 Employees shall be laid off in least seniority order.

16
17 B. The Employer may lay off and recall out-of-line of seniority because of:

18
19 (1) Civil Service Commission approved selective certification, such as manual
20 communication skill, bilingual skill, etc.

21
22 (2) Maintaining an existing affirmative action plan in accordance with applicable law
23 and approved in advance by the State personnel director.

24
25 (3) The exceptions listed in (1) above shall only be made where there is a valid
26 occupational requirement. The Employer shall give concurrent written notice to
27 the Union when it requests selective certification for positions which require such
28 valid occupational requirements.

29
30 C. By definition, promotion to supervisor constitutes the beginning of a new class/level
31 series. All employees who were supervisors on February 17, 1981, shall keep their
32 accumulated seniority for bumping purposes. After February 17, 1981, no new
33 seniority, accrued as a supervisor, shall count for bumping back down into the
34 Bargaining Unit.

35
36 D. Non-exclusively represented employees who have status in a Bargaining Unit
37 class/level shall not be entitled to bump into this Bargaining Unit until they have
38 exhausted all non-exclusively represented bumping rights as provided under the
39 Civil Service Rules and Regulations and Civil Service approved Departmental
40 Employment Preference Plans. Non-exclusively represented employees who have
41 not gained status in a Bargaining Unit class/level shall not be entitled to bump into
42 this Bargaining Unit, except as provided in Subsection C above for supervisors.
43 Employees in this Bargaining Unit shall not be entitled to bump into a position

1 outside of this Bargaining Unit, and employees of other exclusively represented
2 Bargaining Units shall have no right to bump into this Bargaining Unit unless the
3 Union, the Employer, and the bargaining agent for such positions outside the
4 Bargaining Unit, in their respective discretions, enter into an agreement to permit
5 such inter-unit bumping, but then only in accordance with the terms of such trilateral
6 agreement. Nothing herein shall be construed as an obligation for either the
7 Employer or the Union to enter into such agreement with any party who is not a
8 party to this Agreement.

9
10 E. No employee with status in his/her current class/level shall be laid off from the
11 affected class/level until all employees without status in the affected class/level who
12 are employed in the affected class/level are laid off.

13
14 SECTION 4. EMPLOYMENT PREFERENCE.

15 For the purpose of this Article, the Union President, Executive Vice President,
16 Bargaining Unit Vice President, Secretary-Treasurer, and Recording Secretary shall be
17 considered more senior than any other person in his/her class/level, in his/her Layoff
18 Unit in this Bargaining Unit for the term of office; provided, however, that the officer is a
19 member of this Bargaining Unit. In addition, a total not to exceed ten (10) Chief
20 Stewards shall be considered as more senior than any other person in his/her
21 class/level, in his/her jurisdictional area for purposes of this Article. Finally, one Steward
22 at a work location shall be considered as more senior than any other person in his/her
23 class/level in his/her work location for purposes of this Article.

24
25 Within sixty (60) calendar days of the effective date of this Agreement, the Union shall
26 notify the Employer of the Chief Stewards' jurisdictional areas. In the event the Union
27 intends to change the structure of jurisdictional areas for Chief Stewards, the Union
28 shall notify the Employer in writing within fifteen (15) calendar days of the change. In the
29 event a Chief Steward is employed in a Department/Agency other than the UIA and
30 WDA, the Chief Steward shall be considered as more senior than any other person in
31 his/her class/level in his/her layoff unit.

32
33 The Union shall furnish to the Employer in writing the names of the Officers, designated
34 Chief Stewards, and Stewards entitled employment preference and the respective work
35 location of each within sixty (60) calendar days after the effective date of this
36 Agreement. Any changes or additions thereto shall be forwarded to the Employer by the
37 Union in writing within fifteen (15) calendar days of the change.

38
39 In no case shall a change in the designation of Officer, Chief Steward, Steward, or
40 jurisdictional area occur after the Employer has informed the Union in writing of
41 impending layoffs of Bargaining Unit employees as provided for in Section 2 of this
42 Article.

1 SECTION 5. LAYOFF PROCEDURE AND BUMPING IN THE UIA AND WDA.

2 A. Pre-designated Bump Card.

3
4 (1) Each employee in the Bargaining Unit is responsible for having on file a pre-
5 designated bump card listing his/her bumping options by class/level and the work
6 locations, in priority order, within the Layoff Unit where the employee would
7 accept a bump. Such prescribed form shall include the following information:

8
9 a. Pre-designation of work locations within the Layoff Unit, in priority order, to
10 which the employee will accept a lateral bump, which may include the
11 employee's current work location. An employee may, if she/he chooses, and if
12 eligible, indicate a choice to bump down into the current work location prior to
13 indicating choices for lateral bumps into the Layoff Unit.

14
15 b. Pre-designation of work locations within the Layoff Unit, in priority order, to
16 which an employee will accept a bump in successively low levels within the
17 class series or a former class series, which may include the employee's
18 current work location, if the employee is not eligible to bump laterally into the
19 pre-designated work locations of his/her choice.

20
21 (2) Changes in bumping options and work location preferences may be made four
22 times each year. Changes will only be accepted on the prescribed form during
23 the following periods unless otherwise provided in this Article:

24
25 December 1 - 15th,
26 March 1 - 15th,
27 June 1 - 15th, and
28 September 1 - 15th, of each year.

29
30 In the event the 15th falls during a weekend or on a holiday, the cards must be
31 submitted by the first weekday following the 15th. These changes will apply to
32 layoffs which are effective twenty (20) weekdays after the above due dates,
33 respectively. In the event that the Employer receives no notification of a change,
34 the most recent bumping designations will remain in effect until changed in
35 accordance with the procedures outlined in this Section.

36
37 The Employer shall notify employees in the affected Layoff Unit within fifteen (15)
38 calendar days from the date the decision is made to establish or close a work
39 location.

40
41 (3) Employees shall be given the opportunity to submit a new pre-designated bump
42 card within a reasonable time of opening or closing of a work location. The Union
43 shall be notified within seventy-two (72) hours from the date the decision is made

1 to establish or close a work location. The Employer shall meet with the Union to
2 discuss the time frames for submission of pre-designated bump cards.
3

4 (4) The Employer shall give new employees, employees promoted, employees
5 demoted for reasons other than a bump, employees transferred, or recalled
6 employees a pre-designated bump card within five (5) weekdays of date of
7 entrance on duty. An Employee shall submit his/her card within thirty (30)
8 calendar days of entrance on duty.
9

10 (5) If a continuing employee's work location is officially changed by the Employer,
11 the employee may submit a change in his/her pre-designated bump card
12 immediately. This change shall be effective for any layoff whose effective date
13 falls after twenty (20) weekdays of the submission date of the pre-designated
14 bump card, unless otherwise mutually agreed to by the parties.
15

16 A work location "officially changed by the Employer" shall include, but not be
17 limited to, a change in work locations as a result of transfer, reassignment in
18 accordance with Article 14 (Assignment and Transfer), and/or promotions or
19 demotions for reasons other than a bump.
20

21 The Employer shall acknowledge receipt of each employee's designation of
22 bumping options within twenty (20) weekdays after the due date. Employees
23 shall be responsible for notifying the Employer if they fail to receive the
24 acknowledgement of the bumping change. The Employer shall provide to a
25 designated Union Representative copies of the pre-designated bump cards
26 received under the provisions described in Subsections A (1), (2), (3), (4), and (5)
27 of this Section.
28

29 For purposes of this Article the pre-designated bump cards received by the
30 Employer shall be considered the official documents to be utilized by the
31 Employer for the layoff and bumping of Bargaining Unit employees. This right of
32 the Union to receive copies of the pre-designated bump cards in no way affects
33 the Employer's right to implement the layoff and bumping of Bargaining Unit
34 employees.
35

36 B. Notice of Layoff/Bump.
37

38 The Employer shall give fourteen (14) calendar days written notice to employees of
39 layoff or bump in accordance with the procedures for layoff and bumping in the UIA.
40 The Employer shall furnish the Union President concurrent written notice of:
41

42 (1) The name, employee identification number, Bargaining Unit Seniority, class
43 title/level, and current work location of the employees scheduled to be laid off.
44

1 (2) The name, employee identification number, class/level, current work location, the
2 selection of work locations for bumping, and the new work location for those
3 employees who are to change their work location as a result of a bump.
4

5 (3) A list of vacant Bargaining Unit positions by class/level and work locations which
6 were filled by the Employer as a result of a bump.
7

8 C. Bumping Procedure.
9

10 (1) For purposes of this Article, the least senior position is defined as:

- 11 a. A vacant position which the Employer intends to fill; or
12
13 b. The position occupied by the least senior employee.
14

15
16 (2) An employee may bump laterally into the least senior position at the employee's
17 current work location if the employee has so indicated on his/her pre-designated
18 bump card. If the employee's seniority does not allow a lateral bump in the
19 current work location, she/he may bump to the least senior position at the next
20 successively lower levels within his/her current class series and his/her current
21 work location if the employee has so indicated on the pre-designated bump card.
22

23 (3) Employees who have not opted to bump into lower levels at the current work
24 location as well as employees whose seniority does not allow the bump in the
25 current work location may bump laterally within the Layoff Unit Bumping Pool.
26 Bumping pool procedures are as provided in Appendix I.
27

28 (4) If the employee's seniority or choice of work location does not permit a lateral
29 bump, the employee may bump into successively lower levels within the Layoff
30 Unit Bumping Pool.
31

32 (5) An employee may bump into a former class series at or below any level in which
33 the employee had satisfactorily completed a required probationary period in
34 accordance with the procedures outlined above. The employee may exercise this
35 right if she/he cannot bump down into the current class series as specified above
36 or if, when bumping into a former class series, the employee would receive a
37 higher rate of pay than she/he would receive if such right were not exercised.
38

39 (6) The provisions for bumping under this Subsection shall not permit an employee
40 to bump to a higher level.
41

42 (7) Employees scheduled for layoff or bump while on leave of absence shall be
43 informed in writing in accordance with this Subsection.
44

1 The vacant position resulting from the bump by an employee who is on a leave of
2 absence may be temporarily filled by the Employer in accordance with the
3 provisions of this Article.
4

5 (8) Any employee who is scheduled for layoff who fails or is unable to bump shall be
6 laid off. An employee seeking to bump into another position must meet all
7 requirements in accordance with Section 3.B of this Article.
8

9 (9) If an employee notifies the Employer of the decision to bump and later chooses
10 to accept layoff, the Employer shall not be required to re-compute the bumping
11 chain.
12

13 (10) If there is an error in the administration of the system which leads to improper
14 layoff or bump, such action shall be promptly corrected and the involved
15 employee(s) made whole.
16

17 SECTION 6. LAYOFF PROCEDURE AND BUMPING IN DEPARTMENTS OTHER
18 THAN UIA AND WDA.

19 A. The Employer shall give fourteen (14) calendar days' written notice to employees
20 who are scheduled to be laid off. The notice shall indicate whether the employee has
21 the option of bumping and the class/level to which the employee may elect to bump.
22 This notice will include an Employment Preference form which will allow the
23 employee to designate bumping preferences. The Employer shall furnish the Union
24 President concurrent written notice of the name, employee identification number,
25 seniority, class title/level, and current work location of the employee(s) scheduled to
26 be laid off.
27

28 For purposes of this Article, the least senior position is defined as:

29 (1) A vacant position which the Employer intends to fill; or
30

31 (2) The position occupied by the least senior employee.
32

33 B. Within seven (7) calendar days after receipt of notice of layoff, an employee
34 scheduled for layoff shall notify the Employer in writing, on the Employment
35 Preference form, of his/her decision to either accept layoff, or if possible:
36 Preference form, of his/her decision to either accept layoff, or if possible:
37

38 (1) Bump laterally into the least senior position in the Layoff Unit as defined in
39 Section 1.H, as designated on the Employment Preference form, in the next
40 lowest level and successively lower levels thereafter, within his/her current class
41 series. Positions in a class series which contain patterned level changes shall be
42 considered to be the same class and level.
43

- 1 (2) The employee may bump into the least senior position in a former class series in
2 the Layoff Unit at or below any level in which the employee had satisfactorily
3 completed a required probationary period. The employee may exercise this right
4 if she/he cannot bump down into the least senior position in the current class
5 series as specified above or if, when bumping into a former class series, the
6 employee would receive a higher rate of pay than she/he would receive if such
7 right were not exercised.
8
- 9 (3) The provisions for bumping under this Subsection shall not permit an employee
10 to bump to a higher level.
11
- 12 (4) An employee scheduled for layoff while on leave of absence shall, within seven
13 (7) calendar days of receipt of notification, inform the Employer in writing of
14 his/her decision to accept layoff or exercise bumping rights in accordance with
15 this Section. The vacant position resulting from the bump may be temporarily
16 filled by the Employer in accordance with the provisions of this Article.
17
- 18 (5) Any employee who is scheduled for layoff who fails or is unable to bump shall be
19 laid off. An employee seeking to bump must meet all requirements in accordance
20 with Section 3.B of this Article.
21
- 22 (6) If there is an error in the administration of the system which leads to improper
23 layoff or bump, such action shall be promptly corrected and the involved
24 employee(s) made whole.
25

26 SECTION 7. BUMPING BY EMPLOYMENT TYPE.

27 Except as otherwise provided in Section 13, Temporary Appointment, an employee
28 shall exercise bumping rights only within his/her same employment type. For purposes
29 of this Article, employment types shall be permanent full-time, permanent part-time,
30 permanent-intermittent, seasonal, or other employment types as agreed by the parties.
31 (example: Permanent full-time employees bump only less senior permanent full-timers;
32 permanent part-time employees bump only less senior permanent part-timers;
33 seasonals bump only less senior seasonals.) A permanent full-timer, if unable to bump
34 within his/her employment type, may bump a less senior employee occupying a
35 temporary appointment in the employee's current layoff unit. At the expiration of the
36 temporary appointment, the employee will then exercise his/her bumping rights in
37 accordance with the provisions of this Article.
38

39 SECTION 8. PROBATIONARY EMPLOYEES.

40 Probationary employees shall be laid off before the layoff of non-probationary
41 employees. Such employees shall be laid off in least seniority order and recalled in
42 most seniority order.

1
2 SECTION 9. TEMPORARY LAYOFFS - EMPLOYER OPTION.

3 A. Application of Temporary Layoffs.

4
5 Temporary layoff may be used for situations involving:

- 6
7 (1) Unanticipated losses of funding which the Department or Agency does not
8 expect to obtain or make up within the temporary layoff period;
9
10 (2) Natural disaster, lack of utilities, or civil disruption that makes premises at a work
11 site inaccessible or unusable. Under these circumstances, temporary layoffs
12 shall only occur after the Compensation for Conditions of General Emergency
13 provisions as described in Article 22, Section 21, of this Agreement have been
14 utilized. Prior to the utilization of this option, the Employer will discuss with the
15 Union any alternatives to temporary layoffs.
16
17 (3) Other circumstances or events which the parties agree during the term of this
18 Agreement warrant a temporary layoff.
19

20 B. Implementation.

21 Temporary layoff shall not exceed six (6) calendar days. In such cases, employees
22 shall be laid off by inverse seniority order within class/level and Layoff Unit or, in a
23 circumstance where not all work sites in a Layoff Unit are involved, by inverse
24 seniority order within class/level and work location.
25

26 C. Waiver.

27 An employee who is temporarily laid off shall not be entitled to any leave balance
28 payoffs, to bump to any other position, nor to be placed on any recall list as a
29 consequence of the temporary layoff.
30

31 In a circumstance where temporary layoff is being used for a reason other than loss
32 of funding, fourteen (14) calendar days' prior notice to the employee shall not be
33 required, but the maximum prior notice possible under the circumstances should be
34 provided.
35

36 SECTION 10. RECALL.

37 Work Location and Statewide Recall Lists shall be maintained by seniority for each
38 class/level. A laid-off employee shall have the right to have his/her name placed on
39 Work Location and Statewide Recall Lists for his/her primary class/level and those
40 secondary class(es) to which she/he will accept recall. To be placed on recall lists, an
41 employee shall give written notice to his/her Appointing Authority as soon as possible,
42 but within five (5) calendar days subsequent to being laid off, except as provided in

1 Article 16, Section 4.D. (2). Recall from Work Location Recall Lists shall be in order of
2 most seniority.

3
4 Non-exclusively represented employees who may be laid off but have prior status in a
5 Bargaining Unit class/level shall not be placed on Bargaining Unit Work Location and/or
6 Statewide Recall Lists/Cards in seniority order ahead of Bargaining Unit employees.

7
8 During the period of layoff an employee shall have the right to have his/her name added
9 to the Work Location Recall List for any work location that had not been previously
10 designated by written notice to the Appointing Authority. The right to be recalled to the
11 newly added work location shall not become effective until ten (10) calendar days after
12 the written notice by the employee has been received by the Appointing Authority
13 unless otherwise agreed by the parties.

14
15 If there is an error in the administration of the system which leads to improper recall,
16 such recall shall be promptly corrected and the involved employee(s) made whole.

17
18 Employees with recall rights shall be notified by the Employer within fifteen (15)
19 weekdays from the date the decision is made to establish or close a work location.

20
21 Within sixty (60) days of the effective date of this Agreement, the Union and the
22 Employer will work jointly in the development of an updated layoff information packet.
23 The information will include explanations and appropriate forms for other options
24 provided under this Agreement, such as annual and/or sick leave payoffs/freeze,
25 insurance payments, recall cards, and change of address form(s). Subject to available
26 supplies, it is intended that this packet of information be supplied to employees at the
27 time they receive notice of layoff. In the event the employee does not receive the packet
28 at the time of notice for layoff, the Employer shall forward the packet to the employee's
29 mailing address on file at the work location.

30
31 SECTION 11. RECALL FROM LAYOFF.

32 The provisions of this Section shall be applied subject to the exceptions listed in Section
33 3.B of this Article.

34
35 Notice of recall may be verbal or by certified mail. Verbal notice of recall must be
36 directly with the employee; if not, the verbal notice of recall by the Employer will be
37 followed up by written notice, certified mail, return receipt requested. In the event notice
38 is by mail, it shall be sent to the employee at his/her address of record by certified mail,
39 return receipt requested.

40
41 If the Employer notifies the employee verbally and the employee refuses recall, the
42 Employer shall send written notice to the employee at his/her Address of Record by
43 certified mail, return receipt requested.

1
2 When the Employer intends to fill a vacancy by recall, subject to Article 14, Section 4,
3 the Employer shall recall the most senior employee who is on the Work Location Recall
4 List for that class/level. If no employee is on such Work Location Recall List, the
5 Employer shall recall from the Statewide Recall List for that class/level. Recall from the
6 Statewide Recall List shall be from among the top three (3) names.

7
8 Recall lists shall not be combined with promotional or open competitive registers for the
9 purpose of providing the Employer with names.

10
11 The employee's right to recall shall exist for a period of up to six (6) years from the date
12 of layoff.

13
14 SECTION 12. REMOVAL OF NAME FROM RECALL LISTS.

15 If an employee accepts or refuses permanent recall or fails to respond within five (5)
16 weekdays from the verbal and/or mailing date notice of recall by the Employer, his/her
17 name shall be removed from the recall list. In addition, his/her name shall be removed
18 from recall lists as provided below:

19
20 A. An employee who accepts recall to his/her primary class/level shall be removed from
21 Work Location Recall Lists and the Statewide Recall List.

22
23 B. An employee who refuses recall to his/her primary class/level in a work location shall
24 be removed from that recall list. An employee who refuses three (3) such
25 opportunities for recall, after she/he has been laid off from his/her primary class and
26 prior to the expiration of his/her recall rights, shall be removed from all Work
27 Location and Statewide Recall Lists. Two (2) or more recalls within a ten (10)
28 calendar day period shall be considered one (1) opportunity for this purpose.

29
30 An employee's name shall not be removed from Work Location Recall Lists if the
31 employee refuses recall because such employee is certified as medically disabled or
32 on active military duty.

33
34 C. An employee who accepts recall to a secondary class/level shall be removed from
35 all recall lists for such secondary class/level.

36
37 D. An employee who refuses recall to a secondary class/level in a work location shall
38 be removed from that recall list for such secondary class/level. An employee who
39 refuses three (3) such opportunities for recall, after she/he has been laid off and
40 prior to the expiration of his/her recall rights, shall be removed from all recall lists for
41 such secondary class/level. Two (2) or more recalls within a ten (10) calendar day
42 period shall be considered one (1) opportunity for this purpose.

- 1 E. An employee's name shall not be removed from Work Location Recall Lists if the
2 employee refuses recall because such employee is certified as medically disabled or
3 on active military duty. An employee who refuses or accepts recall to a primary or
4 secondary class/level from a Statewide Recall List shall be removed from such list.
5
- 6 F. An employee may by written notice to the Appointing Authority, without penalty,
7 remove his/her name from any recall lists on which his/her name appears.
8

9 **SECTION 13. TEMPORARY APPOINTMENT.**

10 The Union recognizes the Employer's right to fill a position on a temporary basis for
11 reasons such as, but not limited to, filling in behind an approved leave of absence,
12 vacation, specially funded contractual positions, fluctuations/changes in the workload,
13 temporary promotions, transfers of continuing employees, and the need for special job
14 skills.
15

16 The expiration of a temporary appointment shall not be considered a layoff for purposes
17 of this Article; however, as long as they meet the conditions provided in this Article,
18 employees shall be able to bump at the expiration of the temporary appointment as
19 provided in this Section.
20

- 21 A. An employee (without continuing prior State employment) with status acquired in a
22 temporary appointment and separated because of the expiration of that appointment
23 may be reinstated within three (3) years in any vacancy in any Department/Agency
24 in the same class/level as that from which the employee was separated. Such
25 reinstatement may precede employment of any person from a promotional list and
26 any person with less seniority on a recall list for such class/level.
27

28 Subsection A. above will not apply in the following.
29

- 30 B. When a continuing Bargaining Unit employee who has attained status in a
31 permanent position accepts a temporary appointment that is in the Bargaining Unit
32 under the same Appointing Authority or accepts a temporary appointment to a non-
33 exclusively represented position under the same Appointing Authority, upon
34 expiration of the temporary appointment, the employee shall be returned to his/her
35 former class/level and work location which immediately preceded the temporary
36 appointment if such position is vacant; if not vacant, the employee may exercise
37 his/her bumping rights in returning to a position in the Bargaining Unit at the
38 class/level in the Layoff Unit which immediately preceded the temporary
39 appointment. A continuing employee who is offered a temporary appointment shall
40 have the conditions for return to his/her former position explained in writing at the
41 time such offer is made.
42

1 C. Recall of employees to temporary appointments shall not be used to avoid recalling
2 employees on a permanent basis. Employees recalled to a temporary appointment
3 shall be eligible for all fringe benefits as provided in Article 22 in accordance with the
4 terms of each Section of the Article.

5
6 Employees may agree to be recalled by work location on a temporary basis when
7 laid off. An employee will designate his/her work location choice(s) on a recall
8 card/form if she/he is willing to accept recall to a temporary appointment. Temporary
9 recall shall be on the basis of seniority. An employee may change his/her work
10 location choice(s) according to Section 10 and Section 11.D of this Article on a
11 quarterly basis, effective the first day of the calendar quarter. If a change is desired,
12 such notice is to be given no later than ten (10) calendar days before the first day of
13 the new calendar quarter. An employee who is working in a temporary appointment
14 shall remain eligible for recall to a permanent position.

15
16 An employee who fails to accept temporary recall to a work location within five (5)
17 weekdays from the notice of recall by the Employer shall be removed from that Work
18 Location Recall List/Card/Form. Removal from the temporary recall list/card/form
19 shall not affect the employee's place on a permanent recall list/card/form. An
20 employee's name shall not be removed from the temporary recall list/card/form if the
21 employee refuses recall because such employee is certified as medically disabled or
22 on active military duty.

23
24 If the Employer is unable to reach the most senior employee on the temporary recall
25 list/card/form, the Employer shall send the employee written notice to the Address of
26 Record, certified mail, return receipt requested, and shall then contact the next most
27 senior employee who has indicated agreement on his/her recall card/form to be
28 recalled to a temporary appointment. The Employer shall explain that they were
29 unable to reach the more senior employee and offer the position to the next most
30 senior employee on a day-to-day basis pending a response from the senior
31 employee within the five (5) weekday response period. The employee recalled under
32 these conditions can be returned in seniority order to layoff at any time within the five
33 (5) weekday response period with no bumping options.

34
35 Recall to a temporary appointment may be for a period not to exceed seven hundred
36 twenty (720) consecutive work hours. Except as otherwise provided in this
37 Subsection C, an employee whose temporary appointment expires shall be given
38 five (5) weekdays' notice and will have no bumping rights. An employee whose
39 appointment expires will be returned to layoff and his/her name returned to the Work
40 Location Temporary Recall List. The expiration of such temporary appointment shall
41 not be considered a break in service. Expiration of a temporary appointment and
42 return to layoff shall constitute a new date of layoff according to Article 13, Section
43 11 and for the purposes of Article 12, Section 2. A (2).

1 All recalls to temporary appointments must be terminated prior to any permanent
2 employees in the same class being laid off in a work location.

3
4 In the event recall to a temporary appointment under the same Appointing Authority
5 exceeds seven hundred twenty (720) consecutive work hours, at the expiration of
6 the appointment the employee shall receive fourteen (14) calendar days' written
7 notice of return to layoff, or bump within the Layoff Unit of the temporary
8 appointment in accordance with the provisions of this Article. If the employee has the
9 ability to bump into a permanent position, the employee's name shall be removed
10 from all temporary recall lists/cards/forms. In addition, the employee's name will be
11 removed from recall lists/cards in accordance with Section 11 of this Article. When
12 the recall to a temporary appointment is to fill a vacancy resulting from an approved
13 leave of absence, at its expiration the employee's name shall be replaced in
14 seniority order on the recall list utilized for the temporary appointment and the
15 employee shall be returned to layoff.

16
17 An employee who has been recalled on a temporary basis and who later voluntarily
18 separates from the position shall only retain recall rights to a permanent position in
19 his/her primary class/level. In order to retain such recall rights, the employee shall be
20 responsible for notifying, in writing, within five (5) calendar days, the personnel office
21 in the employee's Department/Agency of his/her desire to retain such recall rights.
22 Failure to do so will result in the employee's name being removed from all recall
23 lists/cards.

24
25 D. Exception: All provisions of Subsection C above for temporary recall shall apply to
26 U.I. Examiners except as specifically provided in this Subsection.

27
28 In the UIA, employees eligible for recall to the U.I. Examiner 8/9/E10 classification
29 may agree to be recalled on a temporary basis when laid off.

30
31 Employees eligible for temporary recall shall designate their work location choices
32 on a prescribed form to be developed by the Employer. The Union shall have the
33 opportunity to review and discuss the form before distribution.

34
35 An employee available for temporary recall may change his/her work location
36 choice(s) on a quarterly basis effective the first day of the calendar quarter. If a
37 change is desired, such notice is to be given no later than ten (10) calendar days
38 before the first day of the new calendar quarter.

39
40 Recall to a temporary appointment may be for a period not to exceed one thousand
41 forty (1,040) hours. Within a work location, temporary appointments shall be expired
42 in seniority order. An employee whose temporary appointment expires shall be given
43 a three (3) weekday notice and will be returned to layoff. The first day of such notice
44 period is the day on which the notice is given. Expiration of a temporary appointment

1 and return to layoff shall constitute a new date of layoff according to Article 13,
2 Section 11 and for the purposes of Article 12, Section 2. A (2).
3

4 When an employee in a temporary appointment has accumulated approximately
5 nine hundred twenty (920) hours in his/her appointment, Management shall attempt
6 to project the remaining length of the appointment. If after Management review, a
7 temporary appointment is expected to exceed one thousand forty (1,040)
8 consecutive work hours, the Employer will establish a permanent position in that
9 work location, except when the temporary appointment is to fill in behind an
10 approved leave of absence or if a reduction in force is pending at the work location.
11 Such vacancy will be filled in accordance with contractual provisions. The employee
12 holding the temporary appointment may be continued beyond one thousand forty
13 (1,040) hours until the permanent vacancy has been filled in accordance with the
14 provisions of this Agreement. In that event, the employee in the temporary
15 appointment shall receive a five (5) weekday notice and shall be returned to layoff.
16 The first day of such notice period is the day on which the notice is given.
17

18 When the Employer intends to fill a temporary vacancy in a work location, the
19 Employer shall recall the most senior employee on the Temporary Recall List/Card
20 for that work location who is not working in a Bargaining Unit position. If the
21 Employer is unable to reach the most senior employee on the Temporary Recall
22 List/Card, the Employer shall send the employee written notice to the Address of
23 Record by certified mail, return receipt requested.
24

25 An employee who fails to accept recall to a temporary appointment within the five (5)
26 weekdays from the notice of recall by the Employer shall be removed from the
27 Temporary Recall List/Card for that work location. The employee shall remain on the
28 Temporary Recall List/Card for all other work locations the employee has listed.
29 During the five (5) weekday response period, the Employer may elect to schedule a
30 permanent-intermittent employee while waiting for the most senior employee to
31 respond.
32

33 If the Employer schedules a permanent-intermittent employee, the Employer shall
34 explain to the permanent-intermittent employee that they were unable to reach the
35 most senior employee on the Temporary Recall List/Card, and offer the assignment
36 to the permanent-intermittent employee on a day-to-day basis, pending a response
37 from the most senior employee within the five (5) weekday response period. If the
38 most senior employee accepts the position within the five (5) weekday response
39 period, the permanent-intermittent employee will be furloughed. If the most senior
40 employee fails to respond or refuses the appointment, the Employer shall recall the
41 next most senior employee on the Temporary Recall List/Card who is not working in
42 a Bargaining Unit position. If the Employer decides not to continue the temporary
43 position, the next most senior employee will not be recalled and the permanent-
44 intermittent employee will be furloughed.

1
2 The Employer shall furnish to the Union without cost on a quarterly basis a
3 Temporary Recall List of all employees who have agreed to be recalled to temporary
4 appointments. The Temporary Recall List shall contain the following information: the
5 employee's name in seniority order, social security number, employee identification
6 number, date of hire, and TKU number of all work locations to which the employee is
7 willing to accept temporary recall.
8

9 **SECTION 14. EXCEPTIONS.**

10 Layoff and recall shall be in accordance with procedures set forth in this Article except
11 for:

- 12
13 A. Seasonal layoff of seasonal employees; or
14
15 B. School year employees at institutions and schools during recesses in the
16 academic year and/or summer; or
17
18 C. Permanent-Intermittent employees.
19

20 The layoff of an employee under A, B, and C above shall be by class/level in order of
21 least seniority. Recall of such an employee shall be by class/level in order of most
22 seniority. Seniority for such an employee shall only apply for purposes of layoff and
23 recall against other employees similarly situated within the layoff units listed in Section
24 1, H.
25

26 **SECTION 15. LAYOFF AND RECALL INFORMATION TO UNION.**

27 The Employer shall provide to the Union President copies of seniority list(s) which are
28 used to determine the employees who are to be laid off. The Employer shall provide to
29 the Union President or his/her designee access to recall cards/lists as provided for in
30 this Agreement.
31

32 **SECTION 16. VOLUNTARY LAYOFFS.**

33 Voluntary layoffs shall be a subject of secondary negotiations.
34

ARTICLE 14

ASSIGNMENT AND TRANSFER

SECTION 1. DEFINITIONS.

- A. Seniority - Bargaining Unit seniority as defined in Article 12, Section 2, except that (1) probationary employees and (2) employees in less than satisfactory status shall not be eligible to exercise seniority rights under this Article.
- B. Vacancy – A new or unfilled permanent position which the Appointing Authority has determined shall be filled. A position from which an employee has been laid off is not a vacancy.
- C. Transfer - The filling of a vacancy at the employee’s request.
- D. Assignment - The designation of job duties by the appropriate Management Representative.
- E. Work Location- is a building occupied in part or entirely by a Bargaining Unit employee(s), which may be comprised of separate entities. A work location shall include its outstation office regardless of county location.
- F. Work unit– Each work unit shall be identified by the Union and Employer and placed on a list, which will be included as a part of the transfer form from which desired units can be selected.

SECTION 2. RIGHT OF ASSIGNMENT.

Except as provided in this Article, the Appointing Authority shall have the right and responsibility to assign employees in this Bargaining Unit.

SECTION 3. TRANSFER.

The provision on transfer within a work location to a different work unit within the UIA shall become effective not later than six (6) months after the effective date of this Agreement. The Appointing Authority shall establish and maintain transfer lists for permanent, permanent-intermittent, and limited term-intermittent positions respectively which shall be based on Bargaining Unit Seniority. The Appointing Authority shall establish transfer lists at the beginning of the calendar year. An employee shall request transfer by notifying the Appointing Authority in writing, with a copy to the Union, of the work locations/work units to which the employee desires a transfer within his/her current class and level. Requests received by the 20th of a month shall become effective on the 1st of the following month. The transfer lists shall expire at the end of the calendar year.

1 An employee shall be able to make himself/herself available for transfer from his/her
2 work location/work unit to up to five (5) work units/work locations. If an employee
3 declines a transfer to a work unit/work location which he/she had requested, the
4 Appointing Authority may remove the employee from the transfer list for such work
5 unit/work location by giving the employee written notice. An employee may at any time
6 remove his/her name from the transfer list for a work unit/work location previously
7 designated by written notice to the Appointing Authority.

8
9 An employee who has accepted a transfer shall not be eligible for another transfer for a
10 twelve (12) month period from the effective date of the transfer, except when an
11 unforeseen circumstance creates a clearly identifiable hardship, or when an employee
12 has been bumped or recalled to another work location.

13
14 For purposes of this Subsection, hardship means a documented health condition of an
15 employee or an employee's immediate family (defined as spouse, children, parents, or
16 spouse's parents) requiring the employee's presence or availability in another location
17 for an extended period of time. All hardship transfer requests shall be in writing to the
18 employee's Appointing Authority and clearly set forth the circumstances of the hardship.
19 Such transfer may be given priority over other voluntary transfer requests. The Union
20 agrees that the approval of such hardship transfer by the Appointing Authority shall not
21 be grievable if done in accordance with the provisions of this Subsection.

22
23 When the Employer plans the opening of a new work location, an announcement shall
24 be circulated and posted in order for employees to be allowed to bid on jobs at such
25 location by seniority.

26
27 Transfers within a Department or Agency shall take preference over transfers between
28 Departments or Agencies.

29
30 If office(s) are reduced as the result of a new office being opened, vacancies shall be
31 filled by selecting from the three most senior volunteers for each vacancy or involuntary
32 reassignment by inverse seniority. Employees shall be eligible to request transfer within
33 their current class/level or to a class/level in which they have status, or to a class/level
34 for which they meet the requirement under Civil Service classification standards, by
35 seniority, subject to the following:

36
37 A. The Employer shall not be required to consider an employee whose most recent
38 service rating is less than satisfactory; or who has received a written reprimand or a
39 disciplinary suspension as defined in Article 17 Section 5 of this Agreement.

40
41 B. Availability without undo delay excluding authorized sick leave for less than two
42 weeks and approved annual leave;

43
44 C. Selective certification requirements or valid occupational requirements; and

1
2 D. Affirmative action considerations in accordance with applicable law and when
3 approved in advance by the State Personnel Director.
4

5 Probationary employees may not be permitted to transfer within the current class/level if
6 the Employer determines they are not qualified to perform the work, but such
7 employees shall be permitted to transfer within such class/level upon completion of their
8 probationary period. The Employer shall not be required to hold a vacancy available
9 until an employee completes his/her probationary period. Probationary employees who
10 are determined qualified to perform the work may transfer only if there are fewer than
11 three Bargaining Unit employees with status in the class/level on the transfer list for that
12 work location. If more than one probationary employee is on the transfer list for the
13 same work location, the employee with the highest number of hours in the class/level
14 shall be most senior. If one or more ties still exist, they shall be resolved by the last four
15 (4) digits of the employee's identification number, the highest number being most
16 senior.
17

18 The Union President, Chief Stewards and Stewards shall not be involuntarily moved
19 from one work location to another (except as provided in Section 5 of this Article).
20

21 SECTION 4. FILLING VACANCIES.

22 A. Procedure.
23

24 An original vacancy shall be filled by the transfer of one of the three most senior
25 qualified employees who have applied for such transfer subject to Section 3 of this
26 Article. If there are fewer than three employees on the applicable transfer list, the
27 Employer may check the appropriate recall list and consider both transfer and recall
28 names. Such transfer requests shall take priority over recall, except that a transfer
29 request from an employee who meets the requirements for a class/level under Civil
30 Service classification standards will be honored only if there are no names on the
31 appropriate recall list. However, during a reduction in force, bumping shall take
32 priority over transfer.
33

34 Priority over transfer under Section 3 shall be given, in declining order, to disciplinary
35 transfers and voluntary demotions, provided the employee seeking demotion has
36 had satisfactory status in the class/level and no disciplinary action is pending against
37 the employee. All subsequent vacancies shall be filled at the Employer's option
38 consistent with other provisions of this Agreement and/or Civil Service Rules and
39 Regulations.
40

41 B. Transfer Expenses.
42

1 Employees transferring under the provisions of this Article shall not be eligible for
2 reimbursement of moving or travel expenses. In the case of involuntary
3 reassignment, the Employer may reimburse employees for moving expenses in
4 accordance with applicable procedures and policies of the Civil Service Commission
5 and the Department of Technology, Management and Budget.

6
7 Employees shall be released without loss of privileges or benefits to participate in
8 interviews scheduled by the Employer for purposes of this Article.

9
10 SECTION 5. REASSIGNMENT IN THE UIA.

11 The following language of Section 5 will apply only if and only when the Unemployment
12 Insurance Agency has returned to a network of statewide branch offices to carry out its
13 mission.

14
15 All reassignments, assignments and transfers of Bargaining Unit employees in the UIA
16 will comply with this Article and Section.

17
18 Reassignment is the permanent assignment of employees to another work location.
19 When the Employer determines that, in order to accomplish its mission, it is necessary
20 to reassign employees from one work location to another to correct a staffing imbalance
21 between work locations under circumstances where there is not a vacancy which the
22 Employer is able to fill and the reassignment is not governed by a specific procedure in
23 the collective bargaining Agreement, the Employer shall use the procedure described in
24 Subsections A through C below.

25
26 Where the reassignment is governed by a specific procedure described in the collective
27 bargaining Agreement, including but not limited to Article 14, Section 3 Transfer; Article
28 14, Section 4 Filling Vacancies; Article 14, Section 6 Exchange Reassignment and
29 Article 14, Section 8 Detailing.

30
31 When the Employer intends to utilize the procedures in Subsections A through C below,
32 the Employer shall give the Union reasonable prior notice before the Employer's final
33 determination of sending work locations is made and shall meet with the Union to
34 discuss the details of such action, including the data upon which the Employer bases
35 the designation of sending work locations. Such data will take into consideration the
36 cyclical nature of the work and may include the work load, scheduling systems, the
37 types of positions affected by reassignment, and current staffing data.

38
39 A. The Employer shall first reassign to one or more work locations (the receiving work
40 locations) designated by the Employer those employees in the appropriate
41 class/level in work locations designated by the Employer as sending work locations,
42 as outlined above, whose names are on the transfer lists provided in Article 14,
43 Section 3 for the receiving work locations. If the number of transfer names exceeds

1 the number needed, employees shall be selected from the three most senior for
2 each transfer needed.

3
4 B. If an insufficient number of employees is available on transfer lists under Subsection
5 A above, the Employer shall seek volunteers by class/level at the sending work
6 location(s) as outlined above. If the number of volunteers exceeds the number
7 needed, volunteers shall be selected from the three most senior for each volunteer
8 needed.

9
10 C. If an insufficient number of employees is available under Subsections A and B
11 above, the Employer shall reassign employees from the sending work locations as
12 outlined above to the receiving work location(s) by class/level in inverse seniority
13 order.

14
15 (1) Employees who are involuntarily reassigned pursuant to this Subsection shall
16 receive at least fourteen (14) calendar days' written notice. The Union shall be
17 notified concurrently.

18
19 (2) The Employer shall not involuntarily reassign any employee who has been
20 involuntarily reassigned within the immediately preceding twelve (12) month
21 period.

22
23 (3) The Employer may only involuntarily reassign employees to a work location
24 within a reasonable commuting distance.

25
26 (4) Probationary employees may not be included in the reassignment if the Employer
27 determines they are not qualified to perform the work, but such employees shall
28 be included in any reassignment for such class/level upon completion of their
29 probationary period.

30
31 (5) Exceptions to reassignment by least seniority shall be made where such
32 reassignment would cause a clearly identifiable hardship to the employee. For
33 purposes of this Subsection, hardship means a documented health condition of
34 an employee or an employee's immediate family (defined as spouse, children,
35 parents, or spouse's parents) requiring the employee's presence or availability in
36 the current location for an extended period of time.

37
38 (6) Employees who are involuntarily reassigned shall have the option of declining the
39 reassignment within seven (7) calendar days of receiving the fourteen (14)
40 calendar day notice of reassignment. Employees who exercise this option will
41 then receive a seven (7) calendar day written notice of layoff, shall be laid off,
42 and shall have no bumping rights. These laid off employees shall have the right
43 to have their names placed on work location and statewide recall lists pursuant to
44 Article 13, Section 11.

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SECTION 6. REASSIGNMENT IN THE WDA.

This provision applies only in the WDA. Reassignment is the permanent assignment of employees to another work location. Whenever the employer determines that, in order to accomplish its mission, it is necessary to reassign employees from one work location to another to correct a staffing imbalance between work locations under circumstances where there is not a vacancy which the employer is able to fill and the reassignment is not governed by a specific procedure in the collective bargaining agreement, the employer shall use the following procedure.

Before making an involuntary reassignment between work locations, the Employer shall seek volunteers in the class/level at the work location from which the reassignment is to be made, and shall select from the three most senior qualified volunteers. If there are insufficient volunteers, the Employer will reassign the least senior qualified employee who has not been reassigned between work locations within the immediately preceding twelve (12) month period. The Employer may only involuntarily reassign employees to a work location within a reasonable commuting distance.

Probationary employees may not be included in the reassignment if the Employer determines they are not qualified to perform the work, but such employees shall be included in any reassignment for such class/level upon completion of their probationary period.

Employees who are involuntarily reassigned shall receive at least fourteen (14) calendar days written notice. The Union shall be notified concurrently. Upon request by the Union, the Employer will meet to discuss the reassignment. Exceptions to reassignment by least seniority shall be made where such reassignment would cause a clearly identifiable hardship to the employee. For purposes of this Subsection, hardship means a documented health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring the employee's presence or availability in the current location for an extended period of time.

Employees who are involuntarily reassigned shall have the option of declining the reassignment within seven (7) calendar days of receiving the fourteen (14) calendar day notice of reassignment. Employees who exercise this option will then receive a seven (7) calendar day written notice of layoff, shall be laid off, and shall have no bumping rights. These laid off employees shall have the right to have their names placed on the work location and statewide recall lists.

SECTION 7. EXCHANGE REASSIGNMENT.

Nothing in this Article shall preclude the Employer from having the right to reassign an employee within his/her classification to another work location and/or work unit and to

1 make in conjunction therewith a direct exchange reassignment in the following
2 situations:

- 3
- 4 A. Where an employee has been disciplined and the circumstances of the disciplinary
5 action indicate that the employee should be reassigned, consideration shall be given
6 to moving the employee to a vacancy if one exists.
7
- 8 B. When an employee requests a transfer and the Employer agrees that transfer would
9 be in the mutual interest of both parties.
10
- 11 C. Employees who are at the same class/level shall be allowed to exchange positions
12 between work locations and/or work units when the Appointing Authority finds that
13 such exchange can be accommodated. Such exchange shall be allowed upon the
14 mutual agreement of the employer and the employees who are parties to the
15 exchange. If a proposed exchange is not approved, the Appointing Authority shall
16 advise the affected employees of the reasons for non-approval and afford the Union
17 an opportunity for discussion. If a requested exchange is not approved, such action
18 is not grievable.
19

20 Whenever the Employer makes a direct exchange reassignment pursuant to
21 Subsections A and B above, the Employer will first seek a volunteer for the direct
22 exchange from the assignment location to which the direct exchange reassignment is to
23 be made. If there is no qualified volunteer at the assignment location to which the
24 employee is to be reassigned, the least senior employee in the particular class at such
25 assignment location shall be selected for the direct exchange reassignment. At the
26 option of the Employer, a probationary employee may be utilized for direct exchange
27 reassignment and consideration for such use, while not mandatory, is encouraged.
28

29 **SECTION 8. DETAILING.**

30 Detailing is the temporary short-term assignment of employees to another work location.
31 When the Appointing Authority decides that it is necessary to detail employees for
32 longer than three (3) consecutive work days in order to accomplish the mission of the
33 agency, the Appointing Authority shall first ask for volunteers at the work location from
34 which such detailing is to take place. In evaluating employees who are to be selected
35 for detailing, the Appointing Authority shall take into account the needs of both the
36 sending and the receiving office, and the class(es)/level(s) of the employees needed for
37 detailing. The Appointing Authority shall then detail from among the three most senior
38 qualified volunteers in seniority order. In the event that there is an insufficient number of
39 volunteers, the Appointing Authority shall assign employees by class/level to be detailed
40 in inverse seniority order. Seniority will not be considered for detailing assignments of
41 three (3) consecutive workdays or less. For purposes of detailing in inverse seniority
42 order, the Union President, Officers, Chief Stewards, and Stewards shall be considered

1 most senior. Among such Union officials, the Steward shall be most senior, followed by
2 the Chief Steward, Union Officer, and Union President.

3
4 For purposes of this Section, preauthorized classes and levels shall not be combined
5 when the Appointing Authority determines the mix of those class(es)/level(s) which are
6 to be detailed.

7
8 Probationary employees may not be included in the detailing if the Employer determines
9 they are not qualified to perform the work, but such employees shall be included in any
10 detailing for such class/level upon completion of their probationary period.

11
12 In the UIA and WDA, exceptions to detailing by least seniority where such detailing
13 would cause a valid hardship to the employee shall be subject to review on a case-by-
14 case basis in accordance with current practice. In other Departments, until guidelines
15 for such exceptions are established and agreed upon through secondary negotiations,
16 current practice in regard to exceptions to detailing shall continue.

17
18 **SECTION 9. OUTSTATION.**

19 The assignment of staff to a workstation which is located at a facility other than the work
20 location (i.e., an outstation) shall be in accordance with the provisions for detailing as
21 stated above, except that in the event there is an insufficient number of volunteers, the
22 Appointing Authority shall assign qualified employees by class/level in least seniority
23 order. Exceptions to such assignment because of a clearly identifiable hardship shall be
24 made in accordance with Section 5.C (5) of this Article.

25
26
27 **ARTICLE 15**

28 **HOURS OF WORK AND OVERTIME**

29
30 The provisions of Sections 1, 2, 3, and 4, of this Article shall not apply to permanent-
31 intermittent employees.

32
33 **SECTION 1. BIWEEKLY WORK PERIOD.**

34 The work period is defined normally as eighty (80) hours of work normally performed
35 within the fourteen (14) consecutive calendar days which coincide with current biweekly
36 pay periods.

37
38 **SECTION 2. WORK DAYS.**

39 The work day shall consist of an assigned shift within twenty-four (24) consecutive
40 hours commencing at 12:01 a.m. Employees shall normally work eighty (80) hours in a

1 bi-weekly work period separated by a minimum of one period of at least 48 consecutive
2 hours off.

3
4 SECTION 3. WORK SHIFT.

5 The work shift shall normally consist of eight (8) consecutive work hours which may be
6 interrupted by a meal period. For purposes of this Article, the following work shifts are
7 defined:

8
9 Day Shift – Starts between 5:00 a.m. and 1:59 p.m.

10 Afternoon Shift – Starts between 2:00 p.m. and 9:59 p.m.

11 Evening Shift – Starts between 10:00 p.m. and 4:59 a.m.

12
13 SECTION 4. WORK SCHEDULES.

14 Consistent with program needs, employees may be assigned to work rotating or relief
15 shifts.

16
17 Work schedules are defined as an employee's assigned shift, work days, and days off.
18 Schedules not maintained on a regular basis shall be established as far in advance as
19 possible, but at least fourteen (14) calendar days prior to the beginning of the pay
20 period to be worked.

21
22 Temporary changes in scheduled shifts may be made no less than ninety-six (96) hours
23 prior to the beginning of the pay period to be worked. Any other changes in scheduling
24 may be made no less than forty-eight (48) hours prior to the beginning of the pay period
25 to be worked.

26
27 Any changes in scheduling shall be confirmed in writing to the employee and the Union.
28 However, no such temporary scheduled shift changes shall be made without first
29 discussing the proposed changes with the Union, if the proposed change would affect
30 more than fifty percent (50%) of the employees in a given class/level at any one work
31 location.

32
33 The work schedule of the employee shall not be altered within the biweekly work period
34 solely to avoid premium overtime. Any change in work schedule not in compliance with
35 this Section shall result in compensation for hours worked outside the regularly
36 scheduled shift at one and one-half (1½) times the employee's regular rate of pay for
37 those employees eligible for overtime credit. Scheduling changes necessitated by
38 requests initiated by employees shall be exempt from the one and one-half (1½) time
39 compensation required by this Section. Employees may voluntarily agree, without
40 premium rate penalty to the Employer, to changes in the work schedules.

1 For employees in offices which regularly work a standard eight (8) hour day, five (5) day
2 week, changes in shifts shall be handled by the Employer first seeking qualified
3 volunteers in seniority order. In the event that there is an insufficient number of
4 volunteers, the Employer shall assign qualified employees on an inverse seniority basis.

5
6 SECTION 5. MEAL PERIODS.

7 Work schedules shall provide for the work day to be broken at approximately mid-point
8 by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude
9 work schedules which provide for an eight (8) hour work day, inclusive of a meal period.
10 The Employer may reasonably schedule meal periods to meet operational
11 requirements. Those employees who regularly receive an unpaid meal period, and are
12 required to work or be at their work assignments and are not relieved for such meal
13 periods, shall have such time treated as hours worked for the purpose of computing
14 overtime.

15
16 SECTION 6. REST PERIODS.

17 There shall be one (1) rest period of fifteen (15) minutes during each four (4) hours
18 worked on a regular shift. The Employer retains the right to schedule employees' rest
19 periods and to occasionally shorten such periods to fulfill emergency operational needs.
20 Rest periods shall not be accumulated and, when not taken, shall not be the basis for
21 any additional pay or time off. If an employee works two (2) consecutive hours of
22 overtime which is contiguous to their regular working hours, she/he will receive another
23 rest period.

24
25 SECTION 7. CALL BACK.

26 Call back is defined as the act of contacting an employee at a time other than regular
27 work schedule and requesting that the employee report for work and be ready and able
28 to perform assigned duties. Employees who are called back and whose call back time is
29 contiguous to their regular working hours will be paid only for those hours worked.
30 Employees who are called back and whose call back hours are not contiguous with their
31 regular working hours will be guaranteed a minimum of four (4) hours' compensation.
32 Call back time will be paid at the premium rate, provided that the called back employee
33 has worked more than eight (8) hours in that day or forty (40) hours in that calendar
34 week work period.

35
36 In the event the Employer intends to implement on-call provisions, the Employer shall
37 notify the Union and bargain over such conditions of employment.

38
39 SECTION 8. ALTERNATIVE WORK PATTERNS.

40 The Appointing Authority may establish work schedules other than eight (8) hours per
41 day, five (5) days per week. If such work schedule(s) are established, the Employer

1 shall first seek volunteers. If there is an insufficient number of volunteers, assignment to
2 such schedule(s) shall be by inverse seniority. Exceptions to voluntary assignment may
3 be agreed to by the parties.
4

5 SECTION 9. DEFINITIONS.

6 A. Overtime.
7

8 Overtime is authorized time that an eligible employee works in excess of eight (8)
9 hours in a day or forty (40) hours in a calendar week work period. For an employee
10 on an alternate work schedule pursuant to Section 8, overtime is authorized time
11 worked in excess of the regular work day or forty (40) hours in a calendar week work
12 period.
13

14 B. Regular Rate.
15

16 The employee's prescribed hourly rate of pay, including any applicable shift
17 differential, and on-call pay.
18

19 C. Premium Rate.
20

21 One and one-half (1½) times the employee's regular rate.
22

23 SECTION 10. OVERTIME COMPENSATION.

24 The Employer agrees to compensate employees at the premium rate in cash payment
25 for all hours of work time in excess of eight (8) hours per day or forty (40) hours per
26 calendar week. For employees on an alternate work schedule pursuant to Section 8, the
27 Employer agrees to compensate employees at the premium rate in cash payment for all
28 hours of work time in excess of the regular work day or forty (40) hours in a calendar
29 week work period. "Hours of work time" for purposes of overtime compensation shall not
30 include sick leave, annual leave other than annual leave buy back, or compensatory
31 time used.
32

33 SECTION 11. COMPENSATORY TIME.

34 In the event that the Employer wishes to initiate a system, the Employer shall notify the
35 Union and negotiate.
36

37 SECTION 12. PYRAMIDING.

38 Premium payment shall not be duplicated (pyramided) for the same hours worked.
39

1 All requests for annual leave by HSS members shall be submitted in writing for approval
2 by his/her supervisor.

3
4 Requests for annual leave of less than one (1) week shall be given priority in the order
5 received and will normally be submitted to the supervisor for approval or disapproval at
6 least two (2) days before the desired leave time, unless circumstances prevent the
7 employee from making such request at least two (2) days before the desired leave time.

8
9 An employee on annual leave who becomes ill or is injured and who thereby requires
10 medical treatment may convert such period of time to sick leave with verification if
11 requested. In the event of illness, injury, or death of a person for which sick leave could
12 normally be used in accordance with Section 3 of this Article, an employee on annual
13 leave may convert such time to sick leave.

14
15 **SECTION 2. VACATION APPLICATION AND SCHEDULING.**

16 Vacation is defined as a period of five (5) or more consecutive work days of annual
17 leave. Consistent with the operational needs of the Appointing Authority, such requests
18 shall be honored in accordance with the employee's seniority as defined in Article 12,
19 Section 2. Current practices with regard to scheduling vacations shall continue unless
20 otherwise agreed in secondary negotiations.

21
22 When a holiday falls during an employee's scheduled vacation, such holiday shall not
23 be charged against the employee's vacation time.

24
25 **SECTION 3. SICK LEAVE APPLICATION.**

26 Sick leave may be used by an employee for:

- 27
- 28 A. Illness, disability, or injury of the employee, or exposure to contagious disease
29 endangering others, any of which necessitates the employee's absence from work;
 - 30
 - 31 B. Appointments with a doctor, dentist, or other professional medical or recognized
32 practitioner to the extent of time required to keep such appointments;
 - 33
 - 34 C. In the event of illness, injury, or death in the immediate family which necessitates the
35 employee's absence from work. Immediate family shall be spouse, parent(s) or
36 foster parent(s), children, foster children, stepchildren, brother(s), sister(s),
37 parent(s)-in-law, grandparent(s), grandchildren, or any person for whose financial or
38 physical care the employee is principally responsible.
 - 39
 - 40 D. The period of time utilized for health screening purposes at an authorized Employer-
41 operated health screening unit.
 - 42

1 All sick leave used shall be certified in writing by the employee(s) and verified by such
2 other evidence when required by the Employer. Detailed information pertaining to the
3 reason for sick leave usage is subject to Article 11, Section 11 and need not be
4 specified in the Employer's timekeeping system (i.e. it is sufficient to record "illness" but
5 not the specific nature of the illness, or to record "attending a funeral" but not the name
6 of the deceased). Falsification of such evidence shall be cause for discipline up to and
7 including dismissal.

8
9 Annual leave may be substituted for sick leave at the discretion of the employee within
10 the pay period during which it was used.

11
12 **SECTION 4. LEAVES OF ABSENCE.**

13 Appointing Authority determinations under this Section shall not be arbitrary,
14 discriminatory, or capricious.

15
16 A. **Eligibility.**

17
18 An employee shall have the right to request a leave of absence without pay in
19 accordance with the provisions of this Section after the successful completion of
20 his/her initial probationary period.

21
22 B. **Requests.**

23
24 A request for a leave of absence without pay shall be submitted in writing, on a leave
25 of absence form if available, by the employee to the employee's immediate
26 supervisor at least thirty (30) calendar days in advance of the proposed
27 commencement date of the leave of absence being requested, except under
28 emergency circumstances. Such request shall state the reason for and the length of
29 the leave of absence being requested.

30
31 The Appointing Authority shall furnish a written response as follows:

32
33 (1) Requests for a leave of absence not exceeding one (1) month shall be answered
34 within ten (10) calendar days.

35
36 (2) Requests for a leave of absence exceeding one (1) month shall be answered
37 within twenty (20) calendar days.

38
39 C. **Approval.**

40
41 Except as otherwise provided in this Agreement, an employee may be granted a
42 leave of absence without pay by the Appointing Authority for a period up to six (6)
43 months. The Appointing Authority shall consider its operational needs, the

1 employee's length of service, performance record, and leave of absence history in
2 reviewing requests for a leave of absence. Upon bona fide mitigating circumstances,
3 a leave of absence may be extended beyond six (6) months, except as otherwise
4 provided in this Article.

5
6 An employee may elect in writing at the time a leave is requested to carry a balance
7 of annual leave not to exceed eighty (80) hours during a leave of absence. An
8 annual leave balance in excess of eighty (80) hours, up to a maximum of two
9 hundred and forty (240) hours, may be carried with the written approval of the
10 Appointing Authority. Such leave balances shall be made immediately available to
11 the employee upon return from a leave of absence. Payment for annual leave due
12 an employee who does not return from a leave of absence shall be at the
13 employee's last rate of pay.

14
15 D. Types of Leaves of Absence.

16
17 (1) Educational.

18
19 The Appointing Authority may approve an individual employee's written request
20 for full-time educational leave of absence for an initial period of time up to one (1)
21 year. Such request will be answered in writing within thirty (30) calendar days
22 stating approval or denial (with an explanation). Before the approved leave of
23 absence can become finally effective, a curriculum plan and proof of full-time
24 enrollment must be submitted by the employee to the Appointing Authority. At the
25 request of the Appointing Authority, the employee shall provide evidence of
26 continuous, successful full-time enrollment in such curriculum plan in order to
27 remain on or renew such leave. Such education shall be directly related to the
28 employee's field of employment. Such employee may return early from such a
29 leave upon approval by the Appointing Authority.

30
31 (2) Medical.

32
33 Upon depletion of accrued sick leave, an employee, upon request to his/her
34 Appointing Authority, shall be granted a leave of absence, including necessary
35 extensions, for a period of up to six (6) months, upon providing required medical
36 information, for personal illness, injury, or temporary disability necessitating
37 his/her absence from work if that employee is in satisfactory employment status.
38 This guarantee shall only apply when the employee has had less than six (6)
39 months medical leave of absence within the preceding five (5) years. Time off on
40 medical leave of absence due to pregnancy shall not be counted against the
41 guarantee. Employees who apply for a medical leave of absence subsequent to
42 the effective date of this Agreement shall have the balance of their six (6) month
43 guarantee adjusted by removing any medical leave of absence due to pregnancy
44 that was deducted from the guarantee. An employee whose leaves including any

1 extensions total less than six (6) months during the five (5) year period shall be
2 granted a subsequent leave(s) up to a cumulative total of six (6) months within
3 such five (5) year period.
4

5 In all other cases, an employee in satisfactory employment status may be
6 granted such leave by the Appointing Authority. Such leaves may be granted
7 after the exhaustion of the employee's sick leave for a period of up to six (6)
8 months upon providing the required medical information. The employee's request
9 shall include a written statement from the employee's physician indicating the
10 specific diagnosis and prognosis necessitating the employee's absence from
11 work and the expected return to work date.
12

13 The Appointing Authority, in considering requests for leaves outside of the
14 guarantee provided above, shall exercise discretion based on the circumstances
15 related to the leave request on a case- by-case basis. In doing so, the Appointing
16 Authority will consider its operational needs, the employee's work record, and
17 verifiable medical information that the employee can return at the end of the
18 extension period with the ability to perform his/her job duties. The employee or
19 the Union may request an explanation of the reason for a denial of an extension
20 of medical leave. Requests for medical leave of absence after return from injury
21 or illness due to complications and/or a relapse shall be considered as a medical
22 leave extension request provided that this type of extension is requested within
23 sixty (60) days of return from original leave.
24

25 Prior to return to work from a medical leave of absence, the employee will be
26 required to present medical certification of his/her fitness to resume performing
27 his/her job duties. In the event the Appointing Authority requires a second
28 opinion, the Appointing Authority reserves the right to have the employee
29 examined by a physician selected and paid by the Appointing Authority for the
30 employee's initial request, extension, and/or return to work.
31

32 Employees who have completed an initial probationary period and are in
33 satisfactory employment status, who after providing the information as required
34 by this Article, are subsequently not granted a medical leave of absence, will be
35 placed on medical layoff. Such employee shall, upon providing medical
36 certification of the employee's ability to return to his/her regular job
37 responsibilities, be entitled upon request to have his/her name placed on
38 departmental recall lists in accordance with Article 13, Section 10, provided that
39 such medical certification is presented within two (2) years of the date of medical
40 layoff. Such employees shall be considered as laid off with recall rights as
41 described in this Section.
42

43 Employees recalled under this provision shall not have such time treated as a
44 break in service.

1
2 (3) Military.
3

4 Whenever an employee enters into the active military service of the United
5 States, the employee shall be granted a military leave as provided under Civil
6 Service Rules and Regulations and applicable Federal statutes.
7

8 (4) Union.
9

10 The Appointing Authority shall approve a request for a leave of absence for an
11 employee upon written request of the Union and of the employee subject to the
12 following limitations:
13

- 14 a. The request shall be made to the employee's Appointing Authority and shall
15 indicate the purpose of the requested leave of absence.
16
17 b. If the requested leave of absence is for the purpose of permitting the
18 employee to serve in an elected or appointed office with the Union, the
19 request shall state what the office is, the term of such office and its expiration
20 date. This leave shall only cover the period from the initial date of election or
21 appointment through the expiration of the first full term of office.
22
23 c. If the requested leave of absence is for the purpose of permitting the
24 employee to serve as an employee of the Union, such leave shall be for a
25 minimum of six (6) weeks renewable upon request but shall not exceed three
26 (3) years.
27

28 (5) Waived Rights.
29

30 The Appointing Authority shall grant a waived rights leave of absence, upon
31 request, to an employee in those situations where an employee must leave
32 his/her position for reasons beyond his/her control and for which a regular leave
33 of absence is not granted. Such employee does not have the right to return to
34 State service at the expiration of a waived rights leave of absence but shall have
35 the continuous nature of his/her service protected provided she/he returns to
36 work prior to the expiration of such leave. All requests for a waived rights leave of
37 absence must be made to the employee's Appointing Authority in writing
38 specifying the reason for the request. An employee granted a waived rights leave
39 of absence may not carry any annual leave balance during such leave. The
40 employee shall receive and be required to sign a written explanation concerning
41 the conditions of a waived rights leave of absence.
42

43 (6) Parental.
44

1 Upon written request to the Appointing Authority, an employee shall, after birth of
2 his/her child or upon adoption of a child, be granted a parental leave of up to one
3 (1) year with the option of up to an additional one (1) year extension. The
4 employee may return early from such leave upon 30 days prior notice to the
5 Appointing Authority.
6

7 (7) Family and Medical Leave Act
8

- 9 a. Employee Rights. Rights provided to employees under the terms of this
10 collective bargaining agreement are not intended to be diminished by this
11 section. Contract rights relating to leaves of absence under the collective
12 bargaining agreement shall not be reduced by virtue of implementation of the
13 provisions of the Act. Neither the collective bargaining agreement nor this
14 section is intended to diminish any employee's rights under the Act.
15
- 16 b. Employer Rights. The rights vested in the Employer under the Act must be
17 exercised in accordance with the Act unless modified by the provisions of the
18 collective bargaining agreement.
19
- 20 c. Computation of the "twelve month period". The parties agree that an eligible
21 employee is entitled to a total of twelve (12) work weeks of FMLA leave
22 during the twelve (12) month period beginning on the first date the
23 employee's parental, family care, or medical leave is taken; the next twelve
24 (12) month period begins the first time leave is taken after completion of any
25 twelve (12) month period.
26
- 27 d. Qualifying Purpose. The Act provides for leave with pay using applicable
28 leave credits or without pay for a total of twelve (12) work weeks during a
29 twelve (12) month period for one or more for the following reasons:
30
- 31 1. Because of the birth of a son or daughter of the employee and in order to
32 care for such son or daughter ("parental leave");
33
 - 34 2. Because of the placement of a son or daughter with the employee for
35 adoption or foster care ("parental leave");
36
 - 37 3. In order to care for the spouse, son, daughter, or parent of the employee,
38 if such spouse, son, daughter or parent has a serious health condition as
39 defined in the Act ("family care leave");
40
 - 41 4. Because of a serious health condition, as defined in the Act, that makes
42 the employee unable to perform the functions of the position of the
43 employee ("medical leave").
44

- 1 e. Department of Labor Final Regulations and Court Decisions. The parties
2 recognize that the U.S. Department of Labor has issued its final regulations
3 implementing the Act effective April 6, 1995. However, the Employer may
4 make changes necessitated by any amendments to the Act and regulations or
5 subsequent court decisions. The Employer shall provide timely notice to the
6 Union and opportunity for the Union to meet to discuss the planned changes.
7 Such discussions shall not serve to delay implementation of any changes
8 mandated by law. Planned changes shall not reduce contractual leave rights
9 provided in the collective bargaining agreement.
- 10
- 11 f. Complaints. Employee complaints involving the application or interpretation of
12 the FMLA or its Regulations are not grievances under the collective
13 bargaining agreement. Any such complaints may be filed by an employee
14 directly with the employee's Appointing Authority. The Union may, but is not
15 obligated to, assist the employee in resolving the employee's complaint with
16 the employee's Appointing Authority. Grievances alleging paid or unpaid
17 leave contract violations shall continue to be filed in accordance with the
18 contractual grievance procedure. However, an arbitrator shall not have
19 authority to interpret the provisions of the Act.
- 20
- 21 g. Eligible Employee. For purposes of FMLA leave entitlement, eligible
22 employees are those employees who have been employed by the Employer
23 for at least twelve (12) months and have worked at least 1,250 hours in the
24 previous twelve (12) months. An employee's eligibility for contractual leaves
25 of absence remains unaffected by this section; however, such leaves will
26 count towards the employee's FMLA Leave entitlement, as provided in this
27 section, after the employee has been employed by the Employer for at least
28 twelve (12) months and has worked 1,250 hours during the previous twelve
29 (12) month period. For purposes of FMLA leave eligibility, "employed by the
30 Employer" means "employed by the State of Michigan." Hours worked is
31 intended to include leave used by a Union representative during his/her
32 regular work hours pursuant to Article 7 and Article 8 of the collective
33 bargaining agreement. Hours worked is not intended to include time spent on
34 union business and union activity conducted outside the Union
35 representative's regular work hours.
- 36
- 37 h. Twelve Work Weeks During a Twelve Month Period. An eligible employee is
38 entitled under the Act to a combined total of twelve (12) work weeks of FMLA
39 leave during a twelve (12) month period.
- 40
- 41 i. General Provisions.
- 42
- 43 1. It is understood that when an employee uses his/her entitlement to FMLA
44 leave, the amount of time used under the FMLA shall count toward the

1 employee's right to a like type of contractual leave of absence as indicated
2 below:

FMLA Leave Type:	Contractual Leave Type:
3 Birth or Adoption	Parental Leave
4 Foster Care Placement	None
5 Care of Spouse, Son, 6 Daughter or Parent	None
7 Medical Leave for Self	Up to Six (6) Months of Medical Leave of 8 Absence in a Five (5) Year Period

- 9
- 10
- 11
- 12 2. Employees may request and shall be allowed to use accrued annual or
13 personal leave, deferred hours, or compensatory time to substitute for any
14 unpaid FMLA leave.
- 15
- 16 3. The Employer may designate a Leave of Absence under Plan C of the
17 Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA
18 leave if the employee provides information to the Employer in accordance
19 with the Act that the leave is for a qualifying purpose under the Act. A Plan
20 A reduced work schedule under the VWSAP may be designated by the
21 Employer as an FMLA leave, if the employee provides information to the
22 Employer that the leave is for a qualifying purpose under the Act. Only
23 leave that is for a qualifying purpose under the Act will be counted toward
24 the employee's FMLA leave entitlement.
- 25
- 26 4. Employees may request and shall be allowed to use accrued sick leave to
27 substitute for unpaid FMLA leave for the employee's own serious health
28 condition or serious health condition of the employee's spouse, child, or
29 parent. Article 16, Section 3 rights shall continue as provided in the
30 collective bargaining agreement.
- 31
- 32 5. The Employer may temporarily reassign an employee to an alternative
33 position at the same classification and level with equivalent pay in
34 accordance with the collective bargaining agreement when it is necessary
35 to accommodate an intermittent leave or reduced leave schedule
36 requested by the employee in accordance with the Act. Such temporary
37 reassignment may occur when the intermittent leave or reduced leave
38 schedule is intended to last longer than a total of ten (10) work days,
39 whether consecutive or cumulative. The Employer will make every
40 reasonable effort to reassign these employees within their existing work
41 location. For purposes of layoff and recall, the employees shall remain in
42 the layoff unit applicable to the position they held prior to their temporary
43 reassignment pursuant to this paragraph. Upon completion of an
44 intermittent leave or reduced leave schedule, employees shall be returned

1 to the position they held prior to their temporary reassignment pursuant to
2 this paragraph as provided in the FMLA.

3
4 6. Second or third medical opinions, at the Employer's expense, may be
5 required from health care providers when the employee requests a leave
6 which is designated as counting against an employee's FMLA family care
7 or medical leave entitlement in accordance with the Act.

8
9 7. Return to work from an FMLA leave will be in accordance with the
10 provisions of the Act and the collective bargaining agreement.

11
12 j. Insurance Continuation. Health Plan benefits will continue in accordance with
13 the Act. Negotiated insurance coverages and benefits will continue as
14 provided in the collective bargaining agreement for employees on contractual
15 leave.

16
17 k. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave
18 during a twelve (12) month period, granted pursuant to the collective
19 bargaining agreement, may count towards an eligible employee's FMLA leave
20 entitlement.

21
22 l. Annual Leave. When an employee requests to use annual or personal leave
23 and it is determined, based on information provided to the Employer in
24 accordance with the Act that the time is for a qualifying purpose under the
25 Act, the Employer may designate the time as FMLA leave and it will be
26 counted against the employee's twelve (12) work week FMLA leave
27 entitlement if the time is either:

- 28
29 1. To substitute for an unpaid intermittent or reduced leave schedule; or
30
31 2. When the absence from work is intended to be for five (5) or more
32 consecutive work days.

33
34 Only leave that is for a qualifying purpose under the Act will be counted
35 toward the employee's FMLA leave entitlement. Where an employee has not
36 requested the use of annual or personal leave, the Employer will not require
37 use of such paid leave time to substitute for an unpaid FMLA leave.

38
39 m. Sick Leave. An employee may request to use sick leave to substitute for
40 unpaid leave taken for a qualifying purpose under the Act. Contractual
41 requirements that employees exhaust sick leave before a medical leave
42 commences shall continue. An employee requesting an FMLA family care
43 leave must first exhaust his/her sick leave credits. If it is determined, based
44 on information provided to the Employer in accordance with the Act that the

1 sick leave time is for a qualifying purpose under the Act, the Employer may
2 designate the sick leave time as FMLA leave and it will be counted against
3 the employee's twelve (12) work week FMLA leave entitlement if the time is
4 either:

- 5
- 6 1. To substitute for an unpaid intermittent or reduced leave schedule; or
- 7
- 8 2. When the absence from work is intended to be for five (5) or more
- 9 consecutive work days.

10 Annual leave or personal leave used at the employee's request and in
11 accordance with current practice, in lieu of sick leave, may be likewise
12 counted. Only leave that is for a qualifying purpose under the Act will be
13 counted toward the employee's FMLA leave entitlement.

14 An employee must first exhaust sick leave credits down to 80 hours before an
15 FMLA family care leave commences.

- 16
- 17
- 18 n. Parental Leave. Except as specifically provided herein, contractual parental
19 leave guarantees are unaffected by implementation of FMLA. Contractual
20 parental leave extensions beyond twelve (12) months shall be administered
21 as provided in the collective bargaining agreement. An employee's
22 entitlement to FMLA parental leave will expire and must conclude within
23 twelve (12) months after the birth, adoption, or foster care placement of a
24 child. In accordance with the Act, an eligible employee is only entitled to
25 twelve (12) work weeks of leave for foster care placement of a child. Up to
26 twelve (12) work weeks of parental leave will be counted towards the FMLA
27 leave entitlement. An employee may request to substitute annual or personal
28 leave for any portion of the unpaid FMLA parental leave. Intermittent or
29 reduced leave schedules may only be taken with the Employer's approval.

30

31 **SECTION 5. ANNUAL LEAVE DONATIONS**

32 Upon employee request, annual leave credits may be transferred to other employees
33 under the following conditions:

- 34
- 35 A. The receiving employee has successfully completed his/her initial probationary
36 period and faces financial hardship due to serious injury or the prolonged illness of
37 the employee or his/her spouse, dependent child or parent. "Financial hardship" is
38 met when the receiving employee is facing forty (40) or more hours without pay;
39 however, the Office of the State Employer may determine whether a financial
40 hardship exists on a case-by-case basis.
 - 41
 - 42 B. The receiving employee has exhausted all leave credits.
 - 43

- 1 C. The receiving employee's absence has been approved.
2
3 D. An employee may receive a maximum of thirty (30) work days by direct transfer of
4 annual leave from employees within his/her employing department during a calendar
5 year.
6
7 E. An employee in this bargaining unit may receive a maximum of thirty (30) work days
8 from the leave bank from employees within his/her bargaining unit during a calendar
9 year. The thirty (30) day maximum will be reduced by any hours received through
10 direct transfer.

11
12 The right to donate hours and receive hours through direct transfer is not limited to
13 employees in this Bargaining Unit. However, annual leave cannot be donated across
14 departmental lines.

15
16 The right to donate annual leave hours is as follows:

- 17
18 A. The maximum annual leave donation in a calendar year will be for a maximum of
19 forty (40) hours and donations shall be in whole hour increments.
20
21 B. Employee donations are irrevocable.
22
23 C. Donations to the leave bank may be made at any time. A direct transfer of annual
24 leave may occur at any time.
25

26 The Office of the State Employer and HSS Unit of SEIU Local 517-M shall each
27 designate one representative to review requests and determine eligibility to receive
28 annual leave donations.
29

30 This Section shall be effective as soon as administratively feasible after Civil Service
31 Commission approval.
32

33 **SECTION 6. BANKED LEAVE TIME.**

34 Accumulated Banked Leave Time (BLT) may be used by an employee in the same
35 manner as regular annual leave. Accumulated BLT hours shall not be counted against
36 the employee's regular annual leave cap, known as Part A hours. Before incurring
37 unpaid VWSAP Plan A or VWSAP Plan C hours all BLT hours must be exhausted. The
38 employee must exhaust all BLT hours prior to being considered for any annual leave
39 donation.
40

41 Upon an employee's separation, death or retirement from State service, unused BLT
42 hours shall be contributed by the State to the employee's account within the State of
43 Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. Such

1 contribution shall be treated as non-elective Employer contributions, and shall be
2 calculated using the product of the following: (i) the number of BLT hours and, (ii) the
3 employee's base hourly rate in effect at the time of the employee's separation, death, or
4 retirement from state service.

5
6 Note: see Appendix C-1 for additional background information on this program.
7
8

9
10 **ARTICLE 17**
11 **PERSONNEL FILES**

12 **SECTION 1. GENERAL.**

13 There shall be only one official personnel file maintained for an employee. For purposes
14 of record keeping, copies of information contained in the official personnel file may be
15 kept at the employee's work location. Upon an employee's relocation to another work
16 location, his/her local file shall be transferred to the employee's new work location.
17 Material pertaining to an employee's behavior, performance, and/or of a disciplinary
18 nature shall be identical in both the local and the official files. Under no circumstances
19 shall an employee's medical file be contained in the employee's personnel file; however,
20 records of personnel actions based upon medical information may be kept in the
21 personnel file. Grievance forms and decisions shall not be contained in an employee's
22 personnel file. All material placed in a personnel file shall either be signed by the
23 employee indicating receipt of a copy of same or routinely supplied to the employee.
24

25 If an employee disagrees with anything contained in his/her personnel file, the
26 employee may seek removal or correction of same. If no agreement is made to remove
27 or correct the information, the employee may submit a written statement explaining
28 his/her position, and it shall be entered into the file. Such employee statement shall
29 remain in the personnel file as long as the information to which it refers is part of the file.
30

31 **SECTION 2. ACCESS**

32 Access to individual personnel files shall be restricted to authorized Management
33 personnel, the employee, and/or the Union Representative when authorized in writing
34 by the employee. An employee shall have the right, upon request, to review his/her
35 personnel file and may be accompanied by a Union Representative if she/he so desires.
36 Upon request, the Employer shall make copies of documents in a personnel file and
37 furnish such copies to the employee or his/her Union Representative when authorized in
38 writing by the employee.
39

1 SECTION 3. EMPLOYEE NOTIFICATION.

2 A copy of any disciplinary action or material related to employee performance which is
3 placed in the personnel file shall be provided to the employee (the employee so noting
4 receipt, or the supervisor noting failure of the employee to acknowledge receipt) or sent
5 by certified mail, return receipt requested, to the employee's last address appearing on
6 the Employer's records.

7
8 SECTION 4. NON-JOB-RELATED INFORMATION.

9 Detrimental information not related to the employment relationship shall not be placed in
10 an employee's personnel file(s).

11
12 SECTION 5. REMOVAL OF RECORDS.

13 Records of disciplinary actions, reprimands, or less than satisfactory service ratings
14 shall be removed from an employee's file twenty-four (24) months following the date on
15 which the action was taken or the rating issued, provided that the employee has not
16 received a less than satisfactory service rating or has not been the subject of
17 disciplinary action for the same or similar reasons during such twenty-four (24) month
18 period. Counseling memoranda shall similarly be removed twelve (12) months following
19 the date of issuance, provided that the employee has not received a less than
20 satisfactory service rating, been the subject of disciplinary action, or received further
21 formal counseling for the same or similar reasons during such twelve (12) month period.

22
23 These provisions shall not prohibit the Employer from maintaining records of disciplinary
24 action arising out of violations of prohibited practices as defined in Civil Service Rules
25 and regulations. Nothing in these provisions is intended to prohibit the Employer from
26 retaining and using records, even if "outdated," as evidence in defending against claims
27 of unlawful discrimination by the Employer, the State, or its Departments/Agencies.

28
29 Any outdated material improperly placed or not removed timely shall not be used
30 subsequently in any proceeding or in a selection process concerning the employee.

31
32 Within ninety (90) days of the effective date of this Agreement, the parties agree to
33 establish the procedures for the removal and storage of outdated official personnel
34 records.

35
36 SECTION 6. RIGHT TO KNOW ACT.

37 The parties incorporate herein by reference the provisions of the Employee Right To
38 Know Act, MCL 423.501 et. Seq., and agree that they shall abide by the terms thereof in
39 administering this Agreement.

40

1 SECTION 7. MAINTENANCE OF PAST PRACTICES.

2 All current procedures, practices, and conditions pertinent to personnel files in effect on
3 the effective date of this Agreement, except as altered herein, shall be maintained
4 during the term of this Agreement.
5
6

7 **ARTICLE 18**
8 **COUNSELING AND DISCIPLINARY ACTION**
9

10 SECTION 1. COUNSELING.

11 A. Informal Counseling.

12
13 An employee shall not have the right to Union representation during informal
14 counseling.
15

16 Informal counseling may be undertaken when, in the discretion of the Employer, it is
17 deemed necessary to improve performance, instruct the employee, and/or attempt to
18 avoid the need for disciplinary measures. Informal counseling will not be recorded in
19 the employee's personnel file. The Employer will explain the basis of the informal
20 counseling at this meeting and the employee will be afforded an opportunity to ask
21 questions at that time.
22

23 B. Formal Counseling.

24
25 A Union representative may attend formal counseling provided that the Employer
26 and the Union are in mutual agreement about having the Union representative
27 attend.
28

29 When, in the judgment of the Employer, formal counseling is necessary, it may be
30 conducted by an appropriate supervisor. Formal counseling may include a review of
31 applicable standards and policies, actions which may be expected if performance or
32 conduct does not improve, and a reasonable time period established for correction
33 and review. A narrative description of formal counseling will be prepared on a
34 Record of Counseling or in memo form, a copy of which will be given to and signed
35 for by the employee and a copy kept in the employee's personnel file. The
36 employee's signature indicates only that the employee has received a copy, shall not
37 indicate that the employee necessarily agrees therewith, and shall so state on the
38 document. The distinction between informal and formal counseling shall be
39 maintained and a counseling memo, if any, shall be considered formal. Formal
40 counseling is grievable in accordance with Article 9 through Step Three (3).
41

1 C. Relationship to Disciplinary Action.

2
3 Neither performance review, informal nor formal counseling shall be considered as
4 punitive/disciplinary action nor as prerequisites to disciplinary action. Formal
5 counseling may not be introduced in a disciplinary conference or proceeding, except
6 to demonstrate, if necessary, that an employee knew or knows what is expected of
7 him/her. Nothing in this Article shall prohibit the Employer from taking disciplinary
8 action without the necessity of prior informal or formal counseling against an
9 employee who, in the judgment of the Employer, commits a sufficiently serious
10 offense.

11
12 SECTION 2. DISCIPLINARY ACTION.

13 The parties recognize the authority of the Employer to reprimand in writing, suspend,
14 discharge, or take other appropriate disciplinary or corrective action against an
15 employee for just cause.

16
17 Allegations or other assertions of failure of proper employee conduct or performance
18 are not charges, but constitute a basis for appropriate investigation by the Employer.
19 Whenever an employee is formally charged with a violation of any obligation, rule,
20 regulation, or policy, the employee shall be notified in writing of the claimed violation
21 and disciplinary penalty therefore. Any employee who alleges that disciplinary action is
22 not based upon just cause may appeal such action in accordance with Article 9,
23 Grievance Procedure. Reassignment of an employee at the same level, and work
24 location if feasible, incidental to a disciplinary action upheld or not appealed shall not be
25 prohibited or appealable, provided the possibility of such reassignment was stated to
26 the employee in the notice of disciplinary action. However, the Employer retains the
27 option to reassign as part of the administration of discipline for just cause.

28
29 Any performance evaluation, formal counseling, reprimand, or document to which an
30 employee is entitled under this Agreement shall not be part of the employee's official
31 record until the employee has been offered or given a copy.

32
33 The parties agree that disciplinary action must be supported by timely and accurate
34 investigation. An employee shall be given the opportunity to give prompt, full, and
35 accurate answers, to the extent possible, to questions put to him/her by the Employer
36 concerning any matter regulated by the Employer, related to conduct or performance, or
37 which may have a bearing upon the employee's fitness, availability, or performance of
38 duty.

39
40 Whenever it is determined that disciplinary action is appropriate, a disciplinary
41 conference shall be held with the employee at which the employee shall be entitled to
42 Union representation. The Union Representative must be notified and requested by the
43 employee. No disciplinary conference shall proceed without the presence of a

1 requested Union Representative. The employee shall be informed of the nature of the
2 charges against him/her and the reasons that disciplinary action is intended or
3 contemplated. Questions by the employee or Union Representative will be fully and
4 accurately answered at such meeting to the extent possible. Response of the employee,
5 including his/her own explanation of an incident if not previously obtained, or mitigating
6 circumstances, shall be received by the Employer. The employee shall have the right to
7 make a written response to the results of the disciplinary conference which shall
8 become a part of the employee's file.

9
10 The employee shall be given and sign for a copy of the written notice of charges and
11 disciplinary action if determined. Where final disciplinary action has not been
12 determined, the notice shall state that disciplinary action is being contemplated. The
13 employee's signature indicates only that the employee received a copy, shall not
14 indicate that the employee necessarily agrees therewith, and shall so state on the form.
15 If the employee refuses to sign, the supervisor will write "Employee refused to sign" and
16 sign his/her own name with the date. A witness signature should be obtained under this
17 circumstance.

18
19 An employee shall be entitled to the presence of a designated Union Representative, if
20 she/he requests one, at any meeting at which disciplinary or any adverse action may or
21 will take place, or at an investigatory interview of the employee by the Employer related
22 to one or more specific charges of misconduct by the employee. If an employee is to be
23 represented at a scheduled meeting by an attorney, the employee or the Union shall
24 give as much notice as possible to the Employer. It is agreed that where disciplinary or
25 adverse action is intended as the subject of a meeting, or where such action will result
26 directly and immediately depending upon the content of the meeting, representation is
27 allowed.

28
29 In any investigatory interview with an employee where the employee has been
30 suspended (with or without pay) or transferred from the employee's regular job
31 assignment, the employee shall have the right to Union representation.

32
33 Nothing in this Article shall prohibit the Employer from the imposition of an emergency
34 disciplinary suspension and/or removal of an employee from the premises in cases
35 where, in the judgment of the Employer, such action is warranted. As soon as
36 practicable thereafter, the disciplinary conference procedures described herein shall be
37 undertaken and completed. An Appointing Authority may suspend an employee for
38 investigation. The suspension shall be superseded by disciplinary suspension,
39 dismissal, or reinstatement within seven (7) calendar days or within such extension as
40 may be approved by the Appointing Authority. If disciplinary action is not taken against
41 an employee within the seven (7) days, the employee shall receive full pay and benefits
42 for the period of temporary suspension.

1 Formal notification to the employee of disciplinary action shall be in the form of a letter
2 or form spelling out charges and reasonable specifications, advising the employee of
3 the right to appeal. The employee must sign for the copy of this letter, if presented
4 personally, or the letter shall be sent to the employee by certified mail, return receipt
5 requested. If the employee has received and signed for a written letter of reprimand, no
6 notice is required under this Article.

7
8 Where a decision is made to permit an employee to resign in lieu of dismissal, the
9 employee must submit a resignation in writing. This resignation shall be held for twenty-
10 four (24) hours, after which it shall become final and effective as of the time when
11 originally given unless retracted during the twenty-four (24) hour period. This rule
12 applies only when a resignation is accepted in lieu of dismissal, and the employee shall
13 have been told that she/he will be terminated in the absence of the resignation.

14 15 16 **ARTICLE 19**

17 **PERMANENT-INTERMITTENT EMPLOYEES**

18
19 Permanent-intermittent employees shall be used only for job assignments which are
20 characterized by periodic, irregular, seasonal, or school year scheduling.

21 22 **SECTION 1. GENERAL PROVISIONS.**

23 The Employer agrees to provide a minimum call-in guarantee of three (3) hours for
24 permanent-intermittent employees who are scheduled to work or called in to work and
25 who, after arriving at the work location, are advised that they are not needed, or work
26 less than three (3) hours.

27
28 Permanent-intermittent employees who work an assigned shift and who, after returning
29 home, are called back to work, will be paid a minimum of four (4) hours at the regular
30 rate of pay.

31
32 Where the Employer has six (6) hours of work that could be performed by one (1)
33 permanent-intermittent employee, the Employer will assign such shift to but one (1)
34 employee unless operating or contractual requirements necessitate otherwise.

35
36 Furloughed permanent-intermittent employees shall be scheduled to work before the
37 recall of laid-off permanent-intermittent employees. Permanent-intermittent employees
38 shall not be scheduled or furloughed for the purpose of avoiding the provisions of this
39 Article.

40

1 SECTION 2. ENTITLEMENTS.

2 Permanent-intermittent employees shall earn benefits in accordance with current
3 practice upon return from furlough. Seniority is accrued in accordance with Article 12.

4
5 Annual leave and sick leave shall be administered in accordance with the provisions of
6 Article 16, leaves. Sick leave, if approved, shall not exceed the number of hours the
7 employee is scheduled to work.

8
9 Permanent-intermittent employees shall have their personal leave days and holiday pay
10 calculated in accordance with Appendices D-1 and D-2.

11
12 SECTION 3. LIMITATIONS.

13 The provisions of this Section shall apply only in the UIA and WDA.

14
15 If a permanent-intermittent employee has been scheduled to work in one (1) work
16 location on a full-time basis for thirteen (13) consecutive weeks, the Employer will
17 establish a permanent position in that work location and fill the vacancy in accordance
18 with contractual provisions. When a permanent-intermittent employee has worked for
19 ten (10) consecutive weeks, management shall attempt to project the remaining length
20 of the assignment. If after management review, a permanent-intermittent assignment is
21 expected to exceed thirteen (13) consecutive weeks, the Employer will establish a
22 permanent position in that work location, to be filled in accordance with contractual
23 procedures, except when the permanent-intermittent assignment is to fill in behind an
24 approved leave of absence. The employee holding the permanent-intermittent
25 assignment may be continued beyond the thirteen (13) consecutive weeks until the
26 permanent vacancy has been filled in accordance with the provisions of the Agreement.
27 If there is a reduction in force pending, this provision will not apply if the office where the
28 permanent-intermittent position is located is scheduled for a reduction. Approved annual
29 leave following and contiguous to the last scheduled day (or hours) worked shall not
30 count for the purpose of establishing a permanent position.

31
32 SECTION 4. SCHEDULING, FURLOUGH, LAYOFF, RECALL, AND TRANSFER IN
33 THE UIA AND WDA.

34 Permanent-intermittent employees and limited-term intermittent employees shall be
35 scheduled in most seniority order. Permanent-intermittent employees and limited-term
36 intermittent employees shall be furloughed by class/level in least seniority order within a
37 work location. Bargaining Unit seniority shall be as defined in Article 12, Section 2. Such
38 furloughs and scheduling shall be to permanent-intermittent positions or limited-term
39 intermittent positions.

1 A permanent-intermittent employee or a limited-term intermittent employee may change
2 his/her work location choice(s) on a quarterly basis, effective the first day of the
3 calendar quarter. If a change is desired such notice is to be given no later than ten (10)
4 calendar days before the first day of the new calendar quarter.

5
6 Permanent-intermittent employees and limited-term intermittent employees must be
7 available for scheduling upon one (1) day notice. If a permanent-intermittent employee
8 or a limited-term intermittent employee is contacted by the Employer for scheduling and
9 requests approval of leave or lost time because of vacation, illness, etc., the Employer
10 may approve leave usage or lost time if operational needs permit. The Employer may
11 then call the next most senior permanent-intermittent employee or limited-term
12 intermittent employee on the scheduling list. At the end of the approved leave or lost
13 time, the most senior permanent-intermittent employee or limited-term intermittent
14 employee shall report for duty, if she/he is still scheduled. If a permanent-intermittent
15 employee or limited-term intermittent employee is not granted approval for leave usage
16 or lost time and fails to report for duty, she/he shall be considered absent without leave.

17
18 Permanent-intermittent employees shall not be scheduled to work until all laid-off
19 permanent full-time employees for the work location have been recalled. A permanent-
20 intermittent employee who has status and who has been furloughed for one (1) year
21 shall then be laid off. Such permanent-intermittent employees on layoff up to three (3)
22 years shall have the right of recall to permanent-intermittent positions in seniority order,
23 before additional permanent-intermittent employees are hired.

24
25 A permanent-intermittent employee who is laid off from a permanent full-time position
26 shall retain his/her Article 13 recall rights.

27
28 Permanent-intermittent and/or limited-term intermittent employees who have acquired
29 status shall have transfer rights to other permanent-intermittent and/or limited-term
30 intermittent positions, respectively.

31
32 SECTION 5. SCHEDULING, FURLOUGH, LAYOFF, RECALL AND TRANSFER IN
33 DEPARTMENTS OTHER THAN THE UIA AND WDA.

34 The scheduling, hours of work, furlough, layoff, and recall of permanent-intermittent
35 employees shall continue in accordance with current contract language unless
36 negotiated otherwise in secondary negotiations. Any issues arising out of the
37 employment of permanent-intermittent employees shall be discussed in Labor-
38 Management Meetings.

39
40 Permanent-intermittent employees who have acquired status shall have transfer rights
41 to other permanent-intermittent positions.

1 SECTION 6. REPORTS PROVIDED BY THE UIA.

2 The Appointing Authority shall continue to provide the Union with quarterly reports on
3 use of permanent-intermittent and limited-term intermittent employees. The Union and
4 the Employer shall meet as soon as possible after the effective date of this Agreement
5 to determine what information on permanent-intermittent and limited-term intermittent
6 employees is available and decide what information shall be provided the Union.

7
8 The Employer shall furnish to the Union without cost on a quarterly basis a Permanent-
9 Intermittent and Limited-Term Intermittent Scheduling List and a Permanent-Intermittent
10 Recall List of all employees in seniority order who have agreed to be scheduled or
11 recalled as permanent-intermittent employees. Such lists shall include the employee's
12 name, employee identification number, date of hire, and TKU number of all work
13 locations to which the employee is willing to be scheduled or recalled.

14
15
16 **ARTICLE 20**
17 **MISCELLANEOUS**

18
19 SECTION 1. DEFINITIONS.

20 A. Appointing Authority.

21
22 Appointing Authority means the single Executive heading a principal Department or
23 the Chief Executive Officer of a principal Department headed by a Board or
24 Commission, or those persons authorized and responsible to administer personnel
25 and labor relations functions of the Department, Board or Commission.

26
27 B. Employer.

28
29 Employer means the State Employer and all Departmental Employers having
30 employees in this Bargaining Unit.

31
32 C. Probationary Employee.

33
34 An employee who has not completed a required probationary period in his/her
35 current class/level according to applicable Civil Service Rules and Regulations.

36
37 D. Weekday.

38
39 Weekday means Monday through Friday inclusive, excluding holidays.
40

1 SECTION 2. EFFECT OF AGREEMENT ON CIVIL SERVICE RULES AND
2 COMPENSATION PLAN, AND OTHER EXISTING TERMS AND CONDITIONS OF
3 EMPLOYMENT.

4 Wages, hours, and conditions of employment (which are mandatory subjects of
5 bargaining) in effect on the effective date of this Agreement shall, except as addressed
6 elsewhere herein, be maintained during the term of this Agreement.
7

8 The parties adopt and incorporate herein the Compensation Plan and Regulations and
9 current Rules (excluding rules governing prohibited subjects of bargaining) of the Civil
10 Service Commission, except where the subject matter of any Rule or provision of the
11 Compensation Plan and Regulations is addressed in this Agreement, in which event the
12 provisions of this Agreement shall govern. If the subject matter of a Rule or provision of
13 the Compensation Plan and Regulations is not addressed in this Agreement, such Rule
14 or provision shall govern.
15

16 Where any provision of this Agreement governing a proper subject of bargaining is in
17 conflict with any Civil Service Rule, the parties shall regard Commission approval of this
18 Agreement or portion thereof as an expression of policy by the Commission that the
19 parties are to be governed by such approved provisions of this Agreement, and shall
20 abide by such provisions. Respecting any provisions not approved, the parties shall
21 jointly petition the Commission to amend any Rule which the Commission determines to
22 conflict with such unapproved provisions so as to be consistent therewith. The parties
23 shall be governed by the pertinent provisions of this Agreement to the extent the
24 Commission approves their petition. To the extent the Commission denies the parties'
25 petition, the current Rule(s) shall govern unless and until the parties negotiate and
26 arrive at a mutually agreed replacement. Such replacement shall be immediately
27 presented to the Commission for approval.
28

29 SECTION 3. SECONDARY NEGOTIATIONS.

30 Secondary negotiations may be conducted only on subjects specifically delegated by
31 this Agreement. No provisions of any secondary agreement shall supersede or conflict
32 with any provisions of the primary agreement, and no secondary agreement shall
33 become effective until it has been reviewed and approved by the Union, the Office of
34 the State Employer, and the Civil Service Commission.
35

36 Any secondary negotiations will be scheduled and conducted in accordance with Civil
37 Service Rules and Regulations.
38

39 SECTION 4. SAVINGS CLAUSE.

40 Should any part of this Agreement, or any provision contained herein, be declared
41 invalid by operation of law or by any tribunal of competent jurisdiction, including the Civil

1 Service Commission, such invalidation of such part or provision shall not invalidate the
2 remaining portions hereof, which shall remain in full force and effect. If the party(ies)
3 appeal such declaration within the applicable time limits, the affected provision of this
4 Agreement shall remain in effect unless prohibited by order of such tribunal. The parties
5 agree that if such part or provision is finally invalidated, they will collectively bargain, as
6 expeditiously as possible, to arrive at a mutually agreed replacement for such part or
7 provision. Such replacement shall be immediately presented to the Civil Service
8 Commission for approval.

9
10 **SECTION 5. NON-DISCRIMINATION.**

11 The Employer and the Union recognize their respective responsibilities under and
12 support Federal, State, and local laws relating to fair employment practices. The
13 Employer and the Union recognize the moral principles involved in the area of civil
14 rights and affirmative action and hereby affirm in this Collective Bargaining Agreement
15 their commitment not to discriminate because of race, creed, religion, political
16 partisanship, color, age, sex, national origin, ancestry, sexual orientation, genetic
17 information that is unrelated to the person's ability to perform the duties of a particular
18 job or position, marital status, disability, height, or weight with regard to terms and
19 conditions of employment, admittance to Union membership, or representation of Union
20 members.

21
22 There shall be no discrimination, interference, restraint or coercion by the Employer or
23 the Union against any employee because of Union membership or activity or because of
24 any activity protected by Civil Service Rules and Regulations or permitted by this
25 Agreement. Employees shall be protected from reprisal for the lawful disclosure of the
26 violation of law, rule or regulation or mismanagement or abuse of authority.

27
28 The Union has the right to representation on all Departmental and/or Agency affirmative
29 action committees. Problems or questions regarding affirmative action shall be subjects
30 of Labor-Management Meetings unless an affirmative action committee has been
31 established in the Department and/or Agency. In Departments and/or Agencies having
32 such committees, the number of Union Representatives shall be determined in
33 secondary level negotiations.

34
35 **SECTION 6. WAGE ASSIGNMENTS AND GARNISHMENTS.**

36 The Employer shall not impose disciplinary action against an employee for any wage
37 assignments or garnishments. The Employer may engage in non-disciplinary counseling
38 with the employee. Where possible, the employee shall be given advance notice of
39 garnishments and details therein.

1 SECTION 7. SEXUAL HARASSMENT.

2 No employee shall be subjected to sexual harassment by another employee during the
3 course of employment in the State classified service. The Employer will make a good
4 faith effort to attempt to prevent sexual harassment. When allegations of sexual
5 harassment are made, the Employer will investigate them and, if substantiated, take
6 corrective action. The parties hereby incorporate Civil Service Rules and Regulations
7 regarding sexual harassment, except that any grievance filed shall use the grievance
8 procedure herein provided.

9
10 For the purposes of this policy, sexual harassment is unwanted conduct of a sexual
11 nature which adversely affects another person's conditions of employment and/or
12 employment environment. Such harassment includes, but is not limited to:

- 13
14 A. Repeated or continuous conduct which is sexually degrading or demeaning to
15 another person;
16
17 B. Conduct of a sexual nature which adversely affects another person's continued
18 employment, wages, advancement, tenure, assignment of duties, work shift, or other
19 conditions of employment;
20
21 C. Conduct of a sexual nature that is accompanied by a threat, either expressed or
22 implied, that continued employment, wages, advancement, tenure, assignment of
23 duties, work shift, or other employment conditions may be adversely affected.
24

25 SECTION 8. POLYGRAPH TESTS.

26 No employee shall be required to take a polygraph examination, and no disciplinary
27 action shall be taken against any employee for refusing to take a polygraph
28 examination. However, if any employee consents to a polygraph examination, the
29 results of that examination may not be used or offered in any judicial or quasi-judicial
30 proceeding (other than grievance-arbitration proceedings under this Agreement) unless
31 required by court order.

32
33 SECTION 9. ACCESS TO WORK RULES.

34 A copy of all current policies, procedure manuals, personnel releases, work rules,
35 regulations, this Agreement, and any other documents concerning an employee's rights,
36 obligations, conduct, standards and performance requirements shall be made
37 reasonably available upon the employee's request.
38

1 SECTION 10. SMOKING.

2 Consistent with the provisions of Executive Order 1992-3, as it may be amended, the
3 use of any tobacco product is prohibited in any owned or leased State Government
4 facility.

5
6 SECTION 11. ERGONOMICS.

7 The Employer agrees that, within budgetary and operational limitations, proven
8 ergonomic principles will be a factor in the selection of new office equipment for use
9 with video display terminals (VDT's), including VDT work stations with adjustable chairs
10 and backrests, footrests, adjustable tables and keyboard holders. The Employer agrees
11 to provide glare reducing screens and wrist supports to use with video display terminals
12 upon employee request. The parties agree that issues related to ergonomics, including
13 but not limited to the topics detailed in the Union's 1988 Proposal on Ergonomics, are
14 proper subjects for discussion at Labor-Management or Health and Safety
15 Subcommittee Meetings.

16
17 SECTION 12. PRINTING OF THE AGREEMENT.

18 The Employer and the Union shall mutually proof this Agreement against the tentative
19 agreement ratified by the parties prior to final printing and distribution. The Employer
20 shall be responsible for the printing of the Agreement and will provide copies to the
21 Union upon request. Such copies shall be provided at cost. The Union shall provide
22 copies of this Agreement to employees; the Employer shall be responsible for providing
23 copies of this Agreement to Management and supervisors of such employees.

24
25 SECTION 13. LETTER OF UNDERSTANDING.

26 As used in this Agreement, a Letter of Understanding is a written understanding and/or
27 agreement entered into between the Union and the State Employer and ratified by the
28 Civil Service Commission, which interprets, modifies or amends one or more provisions
29 of this Agreement or a secondary agreement; they are enforceable only as to their
30 terms. Local agreements (such as mutually approved minutes of Labor-Management
31 Meetings), while instructive as to those parties' wishes, expectations, and intent, are not
32 Letters of Understanding.

33
34 SECTION 14. VOLUNTARY WORK SCHEDULE ADJUSTMENT PROGRAM.

35 Employees in this Bargaining Unit shall be eligible to participate in the Voluntary Work
36 Schedule Adjustment Program, as provided in this Section. Participation shall be on an
37 individual and completely voluntary basis.

38
39 An employee may volunteer to participate in the program by submitting a completed
40 standard voluntary work schedule adjustment agreement form to his or her

1 supervisor/manager. The supervisor/manager and the Appointing Authority shall
2 respond, in writing, to all requests within twenty (20) working days. Bargaining Unit
3 employees shall continue to have the right, by not submitting a standard agreement
4 form, not to participate in either of the program's two plans.

5
6 Discretion to approve or disapprove an employee's request to participate in Plan A or
7 Plan C is reserved to the supervisor/manager and Appointing Authority, based upon
8 whether such participation would adversely impact upon the department's operations
9 and/or budget. Once approved, the individual agreement may be terminated by the
10 Appointing Authority or the employee upon giving ten (10) working days written notice to
11 the other (or less, upon agreement of the employee and the Appointing Authority).
12 Termination shall be at the end of the pay period. Termination of the Agreement by the
13 Appointing Authority shall not be grievable.

14
15 A. Plan A. Biweekly scheduled hours reduction.

16
17 (1) Eligibility.

18
19 Only full-time employees who have satisfactorily completed 1,040 hours in the
20 State classified service shall be eligible to participate in Plan A.

21
22 (2) Definition.

23
24 With the approval of the supervisor/manager and the Appointing Authority, an
25 eligible employee may elect to reduce the number of hours for which the
26 employee is scheduled to work by one (1) to sixteen (16) hours per pay period.
27 The number of hours by which the work schedule is reduced shall remain
28 constant for the duration of the Agreement. The employee may enroll for a
29 minimum of one pay period. The standard hours per pay period for the employee
30 to receive the benefits of paragraphs 3 and 4 below shall be adjusted downward
31 from eighty (80) by the number of hours by which the work schedule is reduced,
32 but not to an amount less than sixty-four (64.0) hours. Time off on a Plan A
33 reduced work schedule will count against an employee's twelve (12) work week
34 leave entitlement, if it is determined based on information provided to the
35 Employer in accordance with the Act that such time off is for a qualifying purpose
36 under the federal Family and Medical Leave Act.

37
38 (3) Insurances.

39
40 All State-sponsored group insurance programs, including long term disability
41 insurance, in which the employee is enrolled shall continue without change in
42 coverages, benefits or premiums.

43
44 (4) Leave Accruals and Service Credit.

1
2 Annual leave and sick leave accruals shall continue as if the employee had
3 worked or was in approved paid leave status for eighty (80) hours per pay period
4 for the duration of the Agreement. State service credit shall remain at eighty (80)
5 hours per pay period for purposes of longevity compensation, pay step
6 increases, employment preference, holiday pay, and hours until rating.
7 Employees shall incur no break in service due to participation in Plan A.
8

9 **B. Plan C. Leave of Absence.**

10
11 (1) Eligibility.

12
13 Full-time and part-time employees who have satisfactorily completed 1,040 hours
14 in the State classified service shall be eligible to participate in Plan C.
15 Permanent-intermittent employees are not eligible to participate.
16

17 (2) Definition.

18
19 With the approval of the supervisor/manager and the Appointing Authority, an
20 employee may elect to take one (1) unpaid leave of absence during the fiscal
21 year for a period of not less than one (1) pay period and not more than three (3)
22 months per fiscal year. The three (3) month period is not intended to be
23 cumulative. Time off on Plan C leave will count against an employee's twelve
24 (12) work week leave entitlement, if it is determined based on information
25 provided to the Employer in accordance with the Act that such time off is for a
26 qualifying purpose under the federal Family and Medical Leave Act.
27

28 (3) Insurances.

29
30 All State-sponsored group insurance programs in which the employee is enrolled
31 shall be continued without change in coverage, benefits, or premiums for the
32 duration of the leave of absence, with the exception of long term disability (LTD)
33 insurance, by the employee pre-paying the employee's share of the premiums for
34 the entire period of the leave of absence. LTD coverage will not continue during
35 the leave of absence, but will be automatically reinstated immediately upon
36 termination of the leave of absence. If an employee is enrolled in the LTD
37 insurance program at the time the leave of absence is initiated and becomes
38 eligible for disability benefits under LTD during the leave of absence, and is
39 unable to report to work on the agreed-upon termination date for the leave of
40 absence, the return-to-work date shall become the date established for the
41 disability, with the commencement of sick leave and LTD benefits when the sick
42 leave or waiting period is exhausted, whichever occurs later.
43

44 (4) Leave Accruals.

1
2 Accumulated annual leave, personal leave, and sick leave balances will
3 automatically be frozen for the duration of the leave of absence. The employee
4 will not accrue leave credits during the leave of absence.

5
6 (5) Service Credit.

7
8 An employee shall incur no break in service due to participating in Plan C.
9 However, no state service credit will be granted for any purpose.

10
11 **SECTION 15. LOUNGE AND/OR EATING AREAS.**

12 Where current practice so provides and where operational needs permit, the Employer
13 will continue to provide adequate employee lounge and/or eating areas in non-public
14 locations separated from employees' normal areas of work. Such lounge and/or eating
15 areas shall include employer provided furniture, such as but not limited to tables and
16 chairs and, where feasible, and within budgetary and operational limitations, electrical
17 outlets. When leasing new office space and/or renewing existing leases, the feasibility
18 of providing lounge or eating areas will be a consideration. The issue of providing
19 employees with such lounge and/or eating areas where current practice does not so
20 provide will, upon request, be a subject of secondary level negotiations, provided that
21 no obligation shall exist for the employer to negotiate such issue for work sites where
22 space is not available. The Employer reserves the right to change lounge and/or eating
23 areas due to operational requirements. The proposed removal or relocation of lounge
24 and/or eating areas due to operational requirements shall be an appropriate subject for
25 labor-management meetings provided for in Article 10 of this Agreement.

26
27
28 **ARTICLE 21**

29 **NO STRIKE - NO LOCKOUT**

30
31 No employee shall engage in a strike against the Employer. Any employee taking part in
32 such strike shall be subject to the provisions of the Civil Service Rules and Regulations.
33 Upon receipt of written notice from the Employer to the Union's President, or in his/her
34 absence to a principal Union officer, the Union hereby agrees that it shall meet with the
35 Employer in order to clarify the situation and take positive measures to terminate any
36 such violation by an employee or group of employees.

37
38 Neither the Employer, nor any of its officers, agents, or representatives, individually or
39 collectively, shall authorize, instigate, cause, aid, or condone any lockout.

ARTICLE 22
ECONOMICS

SECTION 1. GENERAL WAGE INCREASE.

A. Fiscal Year 2014-2015.

1. On October 1, 2014 the base hourly rate in effect at 11:59 p.m. on September 30, 2014, for each step in the Bargaining Unit shall be increased by 2% (two percent).
2. At the end of the first full pay period in October, 2014, each full-time employee who is on the payroll as of October 2, 2014, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2013, shall be paid a one-time cash payment of 0.5% of the annualized base hourly rate of pay in effect as of October 2, 2014, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2013, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2013, and two thousand eighty (2080) hours, times 0.5% of the annualized base hourly rate of pay in effect as of October 2, 2014.

At the end of the first full pay period in October, 2014, or the first subsequent pay period in Fiscal Year 2014-15 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2014, and who was either: 1) on the payroll on October 1, 2013, 2) on furlough on October 1, 2013, 3) on seasonal layoff on October 1, 2013, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2013, and September 30, 2014, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2013, and September 30, 2014, and two thousand eighty (2080) hours, times 0.5% of the annualized base hourly rate of pay in effect as of October 2, 2014.

B. Fiscal Year 2015-2016.

1. On October 1, 2015 the base hourly rate in effect at 11:59 p.m. on September 30, 2015, for each step in the Bargaining Unit shall be increased by 2% (two percent).

1 SECTION 2. GROUP INSURANCE ELIGIBILITY.

2 New hires will be permitted to enroll in group insurance plans for which they are eligible
3 during their first thirty-one (31) days of employment. Eligibility for coverage under such
4 plans is the first day of the biweekly pay period after enrollment, except for life
5 insurance which shall be effective on the first day of employment.

6
7 Employees who are not working during the open enrollment period for health, dental,
8 vision, life, and LTD shall be offered open enrollment by the Employer in the above
9 insurances on their first return to work date after the open enrollment period, if they are
10 eligible according to the terms of such insurances.

11
12 SECTION 3. THE NEW STATE HEALTH PLAN (PPO) AND NEW HEALTH
13 MAINTENANCE ORGANIZATION (NHMO).

14 **Effective October 12, 2014, the “legacy” or traditional SHP PPO and HMO plans**
15 **now offered to eligible employees hired before April 1, 2010 will be replaced by**
16 **the New State Health Plan PPO (“NSHP PPO”) and the New HMO (“NHMO”) Plans**
17 **which apply to eligible employees hired on or after April 1, 2010 subject to the**
18 **changes below.** The State will continue to pay 80% of the total NSHP PPO premium
19 with enrolled employees paying 20%. The State will pay up to 85% of the applicable
20 NHMO total premium, capped at the dollar amount which the State pays for the same
21 coverage code under the NSHP PPO, with enrolled employees paying the remainder.
22 The current Catastrophic Health Plan offering will continue.

23
24 The following changes are effective October 12, 2014 to the existing NSHP PPO and
25 NHMOs:

26
27 **NSHP PPO**

- 28
- 29 • Autism Benefits to be added to the NSHP PPO subject to deductibles and
30 coinsurance;
 - 31
 - 32 • In-network Out of Pocket (OOP) Maximums to be increased from \$1500/\$3000 to
33 \$2000/\$4000.
 - 34

35 **NHMO**

- 36
- 37 • NHMO deductibles of \$125/\$250 to be implemented;
 - 38
 - 39 • Out of Pocket (OOP) Maximums to be implemented at the same levels as the
40 NSHP: \$2000/\$4000.
 - 41

42 **Appendix J2 replaces Appendix J and Appendix J1 effective October 12, 2014.**

1 Effective January 1, 2003, the existing Basic and Major Medical Plan (State Health Plan
2 Advantage) shall be replaced with the PPO plan which shall be known as the "State
3 Health Plan." State Health Plan in- and out-of-network benefits and applicable
4 deductibles and co-payments are outlined in Appendix J. The Rules for Network Use
5 are outlined in Appendix C-7.

6
7 See Appendix J-1 for the New State Health Plan PPO (NSHP PPO) and New HMO
8 (NHMO) health care coverage for eligible employees hired on or after April 1, 2010.

9
10 A. Premium Splits.

11
12 Except as provided in Section 12 below, the Employer shall pay 95% of the
13 premium, and the enrolled employee shall pay 5% of the premium for the State
14 Health Plan.

15
16 Effective October 1, 2008, except as provided in Section 12 below, the employer
17 shall pay 90% of the premium, and the enrolled employee shall pay 10% of the
18 premium for the State Health Plan.

19
20 Effective the first full pay period in October, 2012, the following will apply to eligible
21 employees enrolled in the State Health Plan PPO or an HMO. The State will pay
22 80% of the State Health Plan PPO premium with enrolled employees paying 20%.
23 The State will pay up to 85% of the applicable HMO total premium, capped at the
24 dollar amount which the State pays for the same coverage code under the SHP
25 PPO, with enrolled employees paying the remainder.

26
27 B. Co-Pay.

28
29 Applicable co-payments for in- and out-of-network services under the State Health
30 Plan are set forth in Appendix J.

31
32 Effective October 1, 2008, there will be a \$15 co-pay for an office visit, and a \$50 co-
33 pay for emergency room visits if the patient is not admitted to the hospital. All other
34 applicable co-payments for in-network and out-of-network services under the State
35 Health Plan are set forth in Appendix J.

36
37 C. Deductibles and Out of Pocket Maximums for the State Health Plan.

38
39 Effective January 1, 2003, the deductibles under the State Health Plan shall be
40 \$200/individual and \$400/family per calendar year for in-network services and
41 \$500/individual and \$1,000/family per calendar year for out-of-network services.

42

1 Effective January 1, 2009 the deductibles under the State Health Plan shall be
2 \$300/individual and \$600/family per calendar year for in-network services and
3 \$600/individual and \$1,200/family per calendar year for out-of-network services.
4

5 The maximum out of pocket cost per individual shall be \$1,000 and \$2,000/family
6 per calendar year for in-network services and \$2,000/individual and \$4,000/family
7 per calendar year for out-of-network services. The deductible does not apply
8 towards the maximum out of pocket cost.
9

10 SECTION 4. STATE HEALTH PLAN PROVISIONS.

11 A. State Health Plan Components.
12

13 The Union shall continue to be entitled to participate as a member of the Labor-
14 Management Health Care Committee.
15

16 The committee will continue to review and monitor the progress of the actual
17 implementation of the State Health Plan.
18

19 It is understood that each exclusively recognized employee organization will be
20 entitled to designate one (1) representative to participate in the Labor-Management
21 Health Care Committee.
22

23 The Plan consists of the following principal components: pre-certification of all
24 hospital inpatient admissions; second surgical opinion; home health care; and
25 alternative delivery systems.
26

27 (1) Pre-certification of Hospital Admission and Length of Stay. The pre-certification
28 for admission and length of stay component of the plan requires that the
29 attending physician submit to the Third Party Administrator (TPA) the diagnosis,
30 plan of treatment and expected duration of admission. If the admission is not an
31 emergency, the submission must be made by the attending physician and the
32 review and approval granted by the TPA prior to admitting the covered individual
33 into the acute care facility. If the admission occurs as an emergency, the
34 attending physician is required to notify the TPA by telephone with the same
35 information on the next regular working day after the admission occurs. If the
36 admission is for a maternity delivery, advance approval for admission will not be
37 required; however, the admitting physician must notify the TPA before the
38 expected admission date to obtain the length-of-stay approval. There will be no
39 limitation on benefits caused by the attending physician's failure to obtain pre-
40 admission certification.
41

42 (2) Second Surgical Opinion. Effective January 1, 2003, an individual covered under
43 the State Health Plan will be entitled to a second surgical opinion. If that opinion

1 conflicts with the first opinion, the individual will be entitled to a voluntary third
2 surgical opinion. Second and third surgical opinions shall be subject to a \$10 in-
3 network office call fee or covered at 90% after the deductible if obtained out-of-
4 network.

5
6 Effective 10-1-08, second and third surgical opinions shall be subject to a \$15 in-
7 network office call fee or covered at 90% after the deductible if obtained out-of-
8 network.

- 9
10 (3) Home Health Care. A program of Home Health Care and Home Care Services to
11 reduce the length of hospital stay and admissions shall also be available at the
12 employee's option. This component requires that the attending physician contact
13 the Third Party Administrator to authorize home health care service in lieu of a
14 hospital admission or a continuation of a hospital confinement.

15
16 The attending physician must certify that the proper treatment of the disease or
17 injury would require continued confinement as a resident inpatient in a hospital in
18 the absence of the services and supplies provided as a part of the Home Health
19 Care Plan. If appropriate, certification will be granted for an estimated number of
20 visits within a specified period of time. The details of the types of services and
21 charges that shall be covered under this component include part-time or
22 intermittent nursing care by a registered nurse (R.N.) or licensed practical nurse
23 if an R.N. was not available; part-time or intermittent home health aid services;
24 physical, occupational and speech therapy; medical supplies, drugs and
25 medicines prescribed by a physician, and laboratory services provided by or on
26 behalf of a hospital, but only to the extent that they would have been covered if
27 the individual had remained or been confined in the hospital. Home Health Care
28 services under the SHP will be continued. Details of the covered services will be
29 provided in the SHP benefit booklet. Home Health Care shall be available at the
30 patient's option in lieu of hospital confinement. To receive home health care
31 services, a patient shall not be required to be homebound. Home infusion
32 therapy shall be covered as part of the Home Health Care benefit or covered by
33 its separate components (e.g., durable medical equipment and prescription
34 drugs).

- 35
36 (4) Alternative Delivery Systems. The State Health Plan shall also provide hospice
37 care and birthing center care benefits to employees and enrolled family
38 members. To be eligible for the hospice care benefit, the covered individual must
39 be diagnosed as terminally ill by the attending physician and/or hospice medical
40 director with a medical prognosis of six months or less life expectancy. Covered
41 hospice benefits include physical, occupational, and speech language therapy;
42 home health aid services; medical supplies; and nursing care. Covered hospice
43 benefits are not subject to the individual deductible or any co-payment and will be
44 paid only for services rendered by federally certified or state licensed hospices.

1 Hospice services covered under the SHP will be continued. Details of the
2 covered service will be provided in the SHP booklet. Both hospice care and
3 birthing center care shall be available to employees at their option in lieu of
4 hospital confinement. Birthing center care is covered under the delivery and
5 nursery care benefit set forth in Appendix J.

6
7 **B. Prescription Drugs.**
8

9 Bargaining Unit members who are covered by the State Health Plan will be enrolled
10 in the prescription drug PPO. The Employer shall continue an optional mail order
11 plan for maintenance prescription drugs. Effective January 1, 2003, the employee
12 co-pay shall be \$7 per prescription for generic drugs and a \$12 co-pay per
13 prescription for brand name drugs for both the retail and mail order drug plans. The
14 brand name co-payment level will apply even when there is no generic substitute, as
15 well as to DAW prescriptions. Effective January 1, 2004, the employee co-pay shall
16 be \$15 per prescription for brand name drugs for both the retail and mail order drug
17 plans. Effective October 1, 2005, the employee co-pay for non-preferred brand name
18 drugs will be \$30.00.

19
20 Effective October 1, 2008, the plan will include the programs of: Generics Preferred,
21 Step Therapy and Drug Quantity Management. The employee co-pay at retail shall
22 be \$10 per prescription for generic drugs, \$20 per prescription for preferred brand
23 name drugs, and \$40 for non-preferred brand name drugs. The employee co-pay at
24 mail order shall be \$20 per prescription for generic drugs, \$40 per prescription for
25 preferred brand name drugs, and \$80 for non-preferred brand name drugs. The
26 brand name co-payment level will apply even when there is no generic substitute, as
27 well as to DAW prescriptions. Under the Generics Preferred program, a prescription
28 marked DAW may result in an additional charge to the employee of the difference in
29 cost between the generic and the brand name drug dispensed.

30
31 Brand name drugs determined to be non-preferred because of the availability of a
32 generic equivalent or a therapeutically or chemically equivalent brand name drug
33 shall be so designated by the pharmacy and therapeutics committee comprised of
34 independent physicians across various specialties. The State of Michigan shall have
35 no decision making authority in such determination.

36
37 Prescriptions purchased at non-participating pharmacies must be paid for by the
38 plan member who then remits receipts to the vendor for reimbursement. The amount
39 of the reimbursement will not exceed the amount the vendor would have paid to a
40 participating pharmacy and will not include the applicable co-payment.

41
42 The member card shall identify all the participating pharmacies within a 30-mile
43 distance of the plan member's home address zip code or, if there are more than 30

1 such participating pharmacies, the 30 participating pharmacies that are closest to
2 the plan member's home.

3
4 Zyban and Nicotrol nasal spray for smoking cessation shall be included under the
5 prescription drug benefit.

6
7 All maintenance drugs filled at a participating retail pharmacy will only be approved
8 up to a 34 day supply.

9
10 C. Mental Health/Substance Abuse Services.

11
12 Benefits for in-patient and out-patient mental health care and substance abuse
13 services shall be as outlined in Appendix J. If there is no network provider within a
14 reasonable distance from the member's home address (as determined by the
15 Director of the Employee Benefits Division), the vendor will authorize payment for
16 covered services which are provided by a non-network provider as permitted under
17 the State Health Plan in effect prior to the implementation of the PPO.

18
19 The State Health Plan will maintain a system of alternative provider referrals and
20 equivalent covered expense reimbursement which assures that, at the patient's
21 option, network providers to whom the patient is referred are neither State
22 employees nor providing services to a State agency at a worksite where the State
23 employee is employed.

24
25 D. Hearing.

26
27 The State's hearing care program shall continue to be a benefit under the State
28 Health Plan. Such program shall include those benefits currently provided, including
29 audiometric exams, hearing aid evaluation tests, hearing aids and fitting and
30 binaural hearing aids when medically appropriate, subject to a \$10 office call fee for
31 the examination, and shall be available once every 36 months unless hearing
32 capacity changes to the degree determined upon advice by the State Health Plan's
33 medical policy team and audiology professionals. Effective October 1, 2008, the
34 office call fee shall be \$15.

35
36 E. Wellness and Preventive Services.

37
38 Effective January 1, 2006, wellness and preventive coverage in accordance with the
39 State Health Plan as outlined in Appendix J will be subject to a maximum plan
40 payment of \$1,500 for in-network services per individual per calendar year. There
41 shall be no coverage for wellness and preventive services received out-of-network.

42
43 Effective January 1, 2006, the cost for a colonoscopy exam (one every ten years
44 beginning at age 50), and the cost for childhood immunizations will not be applied

1 toward the calendar year maximum. These services will be covered at 100% in-
2 network with no deductible and out-of-network at 90% after the deductible.

3
4 F. Weight Loss.

5
6 Expenses of weight-loss clinic attendance are covered up to a lifetime limit of \$300,
7 if conditions are met as specified in either (1) or (2) below:

8
9 (1) Employee or covered dependent is obese (defined as being more than 100
10 pounds overweight or more than 50% over ideal weight), and weight loss clinic
11 attendance is prescribed by a licensed physician and confirmed by a second
12 opinion; or

13
14 (2) Employee or covered dependent is more than 50 pounds overweight or more
15 than 25% over ideal weight, has a diagnosed disease for which excess weight is
16 a complicating factor, and weight-loss clinic attendance is prescribed by a
17 licensed physician and confirmed by a second opinion.

18
19 Note: the \$300 amount will not apply to the State Health Plan and deductible.

20
21 G. Orthopedic Inserts.

22
23 Medically necessary orthopedic inserts for shoes, when prescribed by a licensed
24 physician, are covered under the State Health Plan. This benefit is included under
25 the durable medical equipment benefit in Appendix J.

26
27 H. Blood Storage.

28
29 Storage costs for blood that is self-donated by an employee or covered dependent in
30 preparation for his/her own scheduled surgery is covered by the State Health Plan
31 subject to the individual deductible.

32
33 I. Disease Management Program.

34
35 The disease management program currently known as Blue Health Connection shall
36 be included under the State Health Plan as a covered benefit on a voluntary basis.

37
38 J. Survivor Conversion Option.

39
40 Health Plan coverage for enrolled dependents will cease the 30th day after an
41 employee's death, unless the covered employee is eligible for an immediate pension
42 benefit from the State Employee's Retirement System or unless the dependents
43 elect continued plan coverage in accordance with the provisions of the Consolidated
44 Omnibus Budget Reconciliation Act of 1985 (COBRA).

1
2 K. Health Risk Appraisal Program.
3

4 The parties agree to continue extending the Health Risk Appraisal Program to
5 Bargaining Unit members during the term of this Agreement. Such program shall
6 consist of a health assessment questionnaire to be completed by the participant, a
7 mechanism for obtaining and recording current clinical data on vital health status
8 measures (e.g., blood pressure, cholesterol levels, height/weight) for each
9 participant, and feedback reports consisting of individual group profiles. The program
10 shall safeguard participant data from unauthorized release to the Employer, the
11 Union, or third parties.
12

13 L. Open Enrollment.
14

15 There shall be an annual open enrollment period offered to Unit members in July or
16 August of each year of this Agreement.
17

18 M. Smoking Cessation/Abatement Assistance.
19

20 The State shall continue a program for reimbursing employees for the fee they paid
21 for enrolling in, and completing, a smoking cessation/abatement program approved
22 by their Appointing Authority. The following conditions shall apply:
23

24 (1) The reimbursement will be available for the employee's participation only.
25 Expenses incurred by the employee's dependents are not reimbursable, even if
26 the employee paid part or all of them.
27

28 (2) The reimbursement shall be available on a one-time-only basis.
29

30 (3) The amount of the reimbursement shall not exceed \$50.00.
31

32 (4) The employee shall be required to produce proof satisfactory to the Appointing
33 Authority that the employee has completed the program, as well as receipts for
34 having paid the enrollment fee. No reimbursement shall be required if a smoking
35 cessation/abatement program is available to the employee through his/her health
36 care coverage at no additional charge.
37

38 (5) This program shall not be considered a part of the State Health Plan, and
39 reimbursements are not payable through the State Health Plan. The
40 reimbursement shall be paid to eligible employees by the Departmental
41 Employer.
42

43 Transdermal Patches: Bargaining Unit members shall continue to be eligible, on
44 a one-time-only basis, for reimbursement of the cost of transdermal patches, less

1 the \$2.00 co-payment, and accompanying smoking cessation counseling not
2 otherwise available as a covered benefit under the health plan in which the
3 employee is enrolled. An employee who has already received reimbursement for
4 transdermal patches under any program sponsored by the State shall not be
5 eligible for this benefit. Reimbursement shall be made by the Departmental
6 Employer.

7
8 N. Subrogation.

9
10 In the event that a participant receives services that are paid by the State Health
11 Plan (SHP) or is eligible to receive future services under the SHP, the SHP shall be
12 subrogated to the participant's rights of recovery against and is entitled to receive all
13 sums recovered from any third party who is or may be liable to the participant,
14 whether by suit, settlement, or otherwise, to the extent of recovery for health related
15 expenses. A participant shall take such action, furnish such information and
16 assistance, and execute such documents as the SHP may request to facilitate
17 enforcement of the rights of the SHP and shall take no action prejudicing the rights
18 and interests of the SHP.

19
20 O. Reimbursement for Certain Services and Equipment.

21
22 The reimbursement for in-network and out-of-network chiropractic, private duty
23 nursing and acupuncture therapy shall be 90% after the deductible is met.

24
25 P. Office Visits and Consultations.

26
27 Effective January 1, 2003, in-network office visits and office consultations will be
28 subject to a \$10 co-pay and will not be applied toward the individual or family
29 deductible. Out-of-network office visits and office consultations shall be covered at
30 90% after the deductible is met. Effective October 1, 2008, the co-pay for office visits
31 and office consultations shall be \$15.

32
33 Q. In- and Out-of-Network Access.

34
35 In- and out-of-network access is described in Appendix C-27, which includes rules
36 for network use.

37
38 R. Effective October 1, 2005, in-network chiropractic spinal manipulation will be subject
39 to a \$10 co-pay and will not be subject to the deductible. Effective October 1, 2008,
40 in-network chiropractic spinal manipulation will be subject to a \$15 co-pay and will
41 not be subject to the deductible. Out-of-network chiropractic spinal manipulation
42 shall be covered at 90% after the deductible is met.

43

1 S. A PPO network for durable medical equipment (DME) and prosthetic and orthotic
2 appliances will be integrated into the SHP PPO with in-network reimbursed at 100%
3 and out-of-network reimbursed at 80% of approved charges. No deductible will be
4 required.

5
6 SECTION 5. HEALTH MAINTENANCE ORGANIZATIONS (HMOS).

7 As an alternative to the State-sponsored health insurance program, enrollment in an
8 HMO shall be offered to those employees residing in areas where qualified licensed
9 HMOs are in operation. The State shall pay the same dollar value contribution toward
10 HMO membership (per enrolled employee) as is paid to the State-sponsored health
11 insurance program for both employee and employee/dependent coverage, except
12 where the membership cost is less than the State-sponsored health insurance program
13 premium. In such case, the State shall pay that rate published by the Employee Benefits
14 Division. If an employee moves to a new permanent residence outside the service area
15 of the authorized HMO in which she/he is enrolled, the employee may transfer such
16 enrollment to the State Health Plan or to another authorized HMO serving the new
17 residence area. The parties agree to meet annually through the Labor-Management
18 Health Care Committee to discuss HMO costs and make recommendations for changes
19 in order to keep HMOs affordable. Effective October 1, 2008 the Employer shall pay
20 95% of the HMO premium up to the amount paid for the same coverage code under the
21 State Health Plan PPO.

22
23 SECTION 6. LIFE INSURANCE.

24 The Employer shall provide a State-sponsored group life insurance plan which has a
25 death benefit equal to 2.0 times annual salary rounded up to the nearest \$1,000. The
26 Employer shall pay 100% of the premium for this benefit.

27
28 The employee shall pay 100% of premiums for covered dependents. There shall be no
29 age ceiling for coverage for handicapped dependents, and such additional coverage
30 shall be provided without increased premium cost. A dependent will be considered
31 handicapped if she/he is unable to earn his/her own living because of mental retardation
32 or physical handicap and depends chiefly on the employee for support and
33 maintenance.

34
35 The employee may choose one from among five levels of dependent coverage:

- 36
37
- 38 • Spouse for \$1,500; child(ren) for \$1,000
 - 39 • Spouse for \$5,000; child(ren) for \$2,500
 - 40 • Spouse for \$10,000; child(ren) for \$5,000
 - 41 • Spouse for \$25,000; child(ren) for \$10,000
 - 42 • Spouse for \$0; child(ren) for \$10,000

1 Dependent coverage for children shall be limited to infants 15 days or older.

2
3 The Employer agrees to continue the line-of-duty accidental death benefit of \$100,000.

4
5 SECTION 7. GROUP DENTAL PLANS.

6 A. Premium and Benefit Levels.

7
8 Except as provided in Section 12 below, the Employer shall pay 95% of the
9 applicable premium for employees enrolled in the State Dental Plan. Benefits
10 payable under the State Dental Plan will be as follows:

11
12 (1) 90% of actual fee or usual, customary and reasonable fee, whichever is lower,
13 for restorative, endodontic, and periodontic services (X-rays, fillings, root canals,
14 inlays, crowns, etc.).

15
16 (2) There shall be a yearly maximum benefit of \$1,500 per person, which does not
17 include orthodontics. For orthodontics there shall be a separate \$1,500 lifetime
18 maximum benefit.

19
20 B. Covered Dental Expenses.

21
22 The State Dental Plan will pay for incurred claims for employee and/or enrolled
23 dependents at the applicable percentage of either the actual fee or the usual,
24 customary and reasonable fee, whichever is lower, for the dental benefits covered
25 under the State Dental Plan for each covered person in each 12-month period
26 (Fiscal Year) exclusive of orthodontics for which there is a separate lifetime
27 maximum benefit.

28
29 (1) The following services will be paid at the 100% benefit level:

30
31 a. Diagnostic Services:

- 32 • Oral examinations and consultations twice in a Fiscal Year.
- 33 • Effective October 1, 2005, oral exfoliative cytology (brush biopsy) will be
34 covered when warranted from a visual and tactile examination.

35
36 b. Preventive Services:

- 37 • Prophylaxis - teeth cleaning three times in a Fiscal Year;
- 38 • Topical application of fluoride for children up to age 19, twice in a Fiscal
39 Year;
- 40 • Space maintainers for children up to age 14, unless an older age is
41 specifically authorized by the dental plan administrator.

42
43 (2) The following services will be paid at the 90% benefit level:

1
2 a. Radiographs:

- 3 • Bite-wing X-rays once in a fiscal year unless special need is shown to the
4 satisfaction of the dental plan administrator;
5 • Full mouth X-rays once in a five-year period unless special need is shown
6 to the satisfaction of the dental plan administrator.
7

8 b. Restorative Services:

- 9 • Amalgam, silicate, acrylic, porcelain, plastic, and composite restorations;
10 • Gold inlay and outlay restorations.
11

12 c. Oral Surgery:

- 13 • Extractions, including those provided in conjunction with orthodontic
14 services;
15 • Cutting procedures;
16 • Treatment of fractures and dislocation of the jaw.
17

18 d. Endodontic Services:

- 19 • Root canal therapy;
20 • Pulpotomy and pulpectomy services for partial and complete removal of
21 the pulp of the tooth;
22 • Periapical services to treat the root of the tooth.
23

24 e. Peridontic Services

- 25 • Periodontal surgery to remove diseased gum tissue surrounding the tooth;
26 • Adjunctive periodontal services, including provisional splinting to stabilize
27 teeth, occlusal adjustments to correct the biting surface of a tooth, and
28 periodontal scaling to remove tartar from the root of the tooth;
29 • Treatment of gingivitis and periodontitis diseases of the gums and gum
30 tissue.
31

32 (3) The following prosthodontic services will be paid at the 50% benefit level:

- 33
34 • Repair or rebasing of an existing full or partial denture;
35 • Initial installation of fixed bridgework;
36 • Implants;
37 • Initial installation of partial or full removable dentures (including adjustments
38 for six months following installation);
39 • Construction and replacement of dentures and bridges (replacement of
40 existing dentures or bridges is payable when five years or more have elapsed
41 since the date of the initial installation).
42

43 (4) The following orthodontic services will be paid at the 60% benefit level:
44

- 1 • Minor treatment for tooth guidance;
- 2 • Minor treatment to control harmful habits;
- 3 • Interceptive orthodontic treatment;
- 4 • Comprehensive orthodontic treatment;
- 5 • Treatment of an atypical or extended skeletal case;
- 6 • Post treatment stabilization;
- 7 • Separate lifetime maximum \$1,500 per each enrollee;
- 8 • Orthodontic services for dependents up to age 25, if dependent is a full-time
- 9 student; for enrolled employee and employee's spouse (if enrolled), no
- 10 maximum age.

11
12 C. Point-of-Service PPO.

13
14 Bargaining Unit members and dependents enrolled in the State Dental Plan may
15 avail themselves of improved benefit levels at no additional cost to the Plan by
16 utilizing Dental Care providers who are members of the "Dental Point-of-Service
17 PPO." The benefit levels and co-payment levels for specific services are as provided
18 below. Enrolled employees and dependents utilizing dental care providers who are
19 not members of the Dental Point-of-Service PPO shall be subject to current
20 coverage levels and benefits described in Subsections 2 and 3 of this Section.
21

Benefit	Current Level	Point-of-Service PPO Level
Diagnostic Services (Exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (Fillings)	90%	100%
Oral Surgery (Extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthetic Repairs	50%	100%
Dental Sealants	50%	70%
Fixed Bridgework	50%	70%
Implants	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,000*	\$1,000*
Lifetime Orthodontics Limit	\$1,500	\$1,500

22 *Note: See Subsection A (2) above for change in annual maximum.
23

1 D. Sealants.

2
3 Application of sealants shall be a covered benefit for permanent molars only, which
4 must be free from restoration or decay at the time of application. Sealants shall be
5 payable only up to the age of 14 years. Payments will be made on a per-tooth basis.
6 No benefit shall be payable on the same tooth within three years following a
7 previous sealant application. The dental plan will pay 50% of the reasonable and
8 customary amount of the sealant application charge, with the employee or covered
9 dependent to pay the remainder of the charge. Under the Dental Point-of-Service
10 PPO, the Plan shall pay 70% of the charge.

11
12 E. Dental Maintenance Organization.

13
14 The Employer shall continue to offer Bargaining Unit employees the option of
15 voluntarily enrolling in the Dental Maintenance Organization (DMO). The parties
16 understand that the State-approved service area for the DMO program encompasses
17 only certain geographical areas. The DMO will grant a properly completed out-of-
18 area waiver application from a Unit member. The parties also understand that all
19 eligible dental services must be provided by a DMO network provider in order for
20 coverage to be in effect (except for emergency treatment for the immediate relief of
21 pain and suffering when the enrollee is more than fifty miles from a participating
22 provider, which will be reimbursed at fifty percent (50%) of the usual, customary and
23 reasonable rate of the nonparticipating provider).

24
25 F. Preventive Dental Plan.

26
27 A preventive dental plan will continue to be made available as a voluntary option for
28 employees under the Flexible Benefits Plan provided for in Section 12 of this Article.

29
30 G. Open Enrollment.

31
32 An annual open enrollment period shall be provided to all employees in July or
33 August of each year of this Agreement.

34
35 SECTION 8. VISION CARE PLAN.

36 Except as provided in Section 12 below, the Employer will provide a Vision Care Plan
37 paying 100% of the applicable premium for employees and dependents enrolled in the
38 plan. Benefits payable under the plan will be as follows:

39
40 A. Plan Payments for Participating Providers:

41
42 (1) Examination - payable once in any 12-month period with an employee co-
43 payment of \$5.00.

1
2 (2) Lenses and Frames - payable once in any 24-month period with an employee co-
3 payment of \$7.50 for eyeglass lenses and frames and \$7.50 for medically
4 necessary contact lenses. However, the benefit interval (for participating
5 providers) shall be once in a 12-month period if there has been a prescription
6 change. Coverage includes regular, bifocal, or trifocal lenses up to and including
7 71 millimeters (mm.) in diameter; glass or plastic colorless lenses with a tint not
8 to exceed a rose #2; prism lenses; and special lenses (e.g., aphatic, lenticular,
9 and aspheric). The payment for eye glass frames shall be the provider's (i.e.,
10 wholesale) cost or \$25, whichever is less, plus a dispensing fee paid to the
11 provider.

12
13 (3) Contact Lenses Not Medically Necessary -- the plan will pay a maximum of \$90
14 and the employee shall pay any additional charge of the provider for such lenses.

15
16 "Medically necessary" means that (a) the employee's visual acuity cannot
17 otherwise be corrected to 20/70 in the better eye or (b) the employee has one of
18 the following visual conditions:

19
20 Keratoconus, irregular astigmatism or irregular corneal curvature.

21
22 **B. Limitations on Plan Payments for Nonparticipating Providers**

23
24 a. For Vision Testing Examinations: Once in any 12-month period, the plan will pay
25 75% of the reasonable and customary charge after it has been reduced by the
26 member's co-payment of \$5.00.

27
28 b. For Eyeglass Lenses: The plan will pay the provider's charge or the amount set
29 forth below, whichever is less.

30
31 1. Regular Lenses:

32 Single Vision \$13 per pair
33 Bifocal \$20 per pair
34 Trifocal \$24 per pair

35
36 2. Contact Lenses:

37 Medically necessary as defined in
38 Subsection A.3 above \$96 per pair
39 Not medically necessary \$40 per pair

40
41 3. Special Lenses:

42 For covered special lenses (e.g., Aphatic, Lenticular and Aspheric) the plan
43 will pay 50% of the provider's charge for the lenses or 75% of the Average

1 Covered Vision Expense Benefits paid to participating providers for
2 comparable lenses, whichever is less.

3
4 4. Additional Charges for Plastic Lenses:

5 \$3.00 per pair, plus benefit provided above for covered lenses.

6
7 5. Additional Charges for Tints equal to Rose Tints:

8 #1 and #2 Tints \$3.00 per pair

9
10 6. Additional Charges for Prism Lenses:

11 \$2.00 per pair

12
13 When only one lens is required, the plan shall pay one-half of the applicable
14 amount per pair shown above.

15
16 c. For Eyeglass Frames: The plan will pay the provider's charges or \$14.75,
17 whichever is less.

18
19 C. VDT/CRT Operators.

20
21 VDT/CRT operators who, while operating a VDT/CRT, require prescription corrective
22 lenses that are different from those normally used, shall be eligible for
23 reimbursement for lenses and frames on an annual basis at the rates provided
24 herein. Such reimbursement shall be made by the Departmental Employer and shall
25 include the co-pay requirements for the lenses and frames under this paragraph.
26 These lenses and frames are in addition to those provided under the vision care
27 insurance.

28
29 SECTION 9. FLEXIBLE BENEFITS PLAN.

30 A Flexible Benefits Plan shall be offered to all Bargaining Unit members during the
31 annual enrollment process and shall be effective the first full pay period in the new fiscal
32 year.

33
34 The Plan will consist of the group insurance programs with various options available to
35 Bargaining Unit members. Financial incentives will be paid to employees who select: a
36 Catastrophic Health Plan rather than the Standard Health Plan coverage, a Preventive
37 Dental coverage rather than the Standard State Dental Plan or reduced life insurance
38 coverage (one times salary or \$50,000 rather than two times salary). In addition,
39 members who elect no health care or dental coverage will receive a financial incentive.

40
41 Changes in benefit selections may be made by employees each year during the annual
42 enrollment process or when there is a change in family status as defined by the IRS.

1 Incentives are paid each year and are the same regardless of an employee's category
2 of coverage. For example, an employee enrolled in employee-only coverage electing
3 the Catastrophic Health Plan for FYO1-02 will receive \$1,300 as will an employee
4 enrolled in full-family coverage electing the Catastrophic Health Plan.

5
6 Incentives to be paid during each fiscal year will be determined in conjunction with the
7 annual rate setting process. The amount of the incentive to be paid to employees
8 selecting the lower-level life insurance coverage is based on an individual's annual
9 salary and the rate per \$1,000 of coverage, and therefore may differ from employee to
10 employee. Financial incentives under the Flexible Benefits Plan to employees electing
11 Catastrophic Health, no health care, and/or reduced life plan will be paid on a biweekly
12 basis. Those choosing the Preventive Dental Plan or no dental plan will receive a lump
13 sum payment.

14
15 **SECTION 10. LONG TERM DISABILITY BENEFITS.**

16 Long Term Disability (LTD) shall continue to be provided under current practices. There
17 shall not be a waiting/qualifying period for a recurrence of the same disability within a 90
18 calendar day period.

19
20 Effective October 1, 2005, the eligibility period for Plan II claimants who remain totally
21 disabled shall be reduced from age 70 to age 65, or for a period of 12 months,
22 whichever is greater.

23
24 Additionally, the benefit period for "mental/nervous" claims shall be limited to twenty-four
25 (24) months from the beginning of the time a claimant is eligible to receive benefits. This
26 limitation does not apply to mental health claims where the claimant is under in-patient
27 care. These changes shall only apply to new claims made after September 30, 2005.

28
29 Effective October 1, 2002, the monthly maximum benefit will increase to \$5,000 for
30 disabilities beginning after September 30, 2002.

31
32 A. The Employer shall provide a rider to the existing LTD insurance program. All
33 employees who are enrolled in the LTD insurance program shall be automatically
34 covered by this rider. The rider shall provide insurance which will pay directly to the
35 carrier the full amount (100%) of Health Insurance (or HMO) premiums while such
36 employee is on LTD insurance for a maximum of six months for each covered
37 employee. The Employer shall pay 100% of the cost of the premium for such rider. If
38 not prohibited by the IRS, an employee whose LTD rider has expired may transfer
39 immediately to a State-employee spouse's health plan.

40
41 B. Part-time and permanent-intermittent employees who work 40% or more of full time
42 will be eligible for LTD benefits. Premiums for eligible less than full time employees
43 shall be determined in accordance with the current LTD premium schedule for full

1 time employees. The benefit level for employees who actually utilize the LTD benefit
2 shall be based on the employee's average biweekly hours worked the preceding
3 fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the
4 employee's current hourly rate (the hourly rate in effect at the time the employee
5 actually goes on disability leave). Eligibility for coverage shall be the first October 1
6 following completion of 12 months of employment or at subsequent open enrollment
7 periods which may be established from time to time.
8

9 **SECTION 11. CONTINUATION OF GROUP INSURANCES.**

10 A. Subject to limitations below, employees laid off from active State employment may
11 elect to prepay the employee's share of premiums for health, dental, vision, and life
12 insurances for the two additional pay periods after layoff by having such premiums
13 deducted from their last paycheck. The Employer shall pay the Employer's share of
14 the premium for health, dental, vision, and life insurances for two pay periods for all
15 employees who elect this option. Coverage for health, dental, vision, and life
16 insurances shall continue for these two pay periods.
17

18 B. Election of this option shall be available only once for permanent-intermittent
19 employees in a Fiscal Year (October 1 through September 30). Permanent
20 employees who do not utilize the entire two pay periods because of recall shall
21 retain the full two pay periods of this option for full use once in a Fiscal Year
22 (October 1 through September 30). Employees who are recalled to temporary
23 appointments who did not utilize this option when laid off from the permanent
24 position during the same Fiscal Year may do so at the expiration of the temporary
25 appointment. Employees who are recalled to temporary appointments in a Fiscal
26 Year during which they were not laid off from a permanent position may utilize this
27 option once during the Fiscal Year, at the expiration of the temporary appointment.
28 Election of this option under paragraph A above shall not affect the eligibility of laid-
29 off employees to continue coverage as outlined in Paragraph C below.
30

31 C. Employees who are laid off may, at the time of the layoff, elect to continue
32 enrollment in the Group Basic and Major Medical Plan (or HMO) and Life Insurance
33 Plan by paying the full amount (100%) of the premium. Such enrollment may
34 continue until the employee is recalled or for a period of three years, whichever
35 occurs first. Such employee may also elect to continue enrollment in the Group
36 Dental and/or Group Vision Plans by paying the full amount (100%) of the premium.
37 Such enrollment may continue until the employee is recalled or for a period of 18
38 months, whichever occurs first. In accordance with paragraphs A and B of this
39 Subsection, the Employer shall pay the Employer's share of such premiums for two
40 pay periods for employees selecting these options.
41

42 D. Employees who are granted a leave of absence may elect to continue enrollment in
43 the Group Basic and Major Medical Plan (or HMO) at the time the leave begins.

1 Such employees shall be eligible for continued enrollment during the leave of
2 absence by paying the full amount (100%) of the premium. Employees who are
3 enrolled in the LTD insurance program are covered by a rider that pays the full
4 amount of health insurance or HMO premiums while the employee is on LTD
5 insurance for a maximum of six months (see Section 10). Employees who are
6 granted a leave of absence may also elect, at the time the leave begins, to continue
7 enrollment in the Life Insurance Plan for up to 12 months by paying the full amount
8 (100%) of the premium. Such employees may likewise elect to continue enrollment
9 in the Group Dental Plan and/or Group Vision Plan for up to 18 months by paying
10 the full amount (100%) of the premium.

11
12 E. The State recognizes its obligations under the provisions of the Consolidated
13 Omnibus Budget Reconciliation Act of 1985 (COBRA), in case of a qualifying event
14 as defined by that statute.

15
16 SECTION 12. GROUP INSURANCE PREMIUMS FOR LESS THAN FULL-TIME
17 EMPLOYEES.

18 Premium payment and eligibility for coverage for permanent intermittent employees
19 shall continue in accordance with current practice.

20
21 Employees hired on or after January 1, 2000 who are appointed to a position with a
22 regular work schedule consisting of 40 hours or less per biweekly pay period shall pay
23 fifty percent (50%) of the premium for health, dental and vision insurance. This shall not
24 apply to an employee appointed to a permanent-intermittent position. Eligibility for
25 enrollment shall be in accordance with current contractual provisions.

26
27 Employees who have a regular work schedule of 40 hours or less per biweekly pay
28 period who are temporarily placed on a regular work schedule of more than 40 hours
29 per biweekly pay period for a period expected to last six months or more shall be
30 considered as working a regular work schedule of more than 40 hours for the period of
31 the temporary schedule adjustment.

32
33 SECTION 13. HOLIDAYS.

34 On the following holidays, permanent full-time employees shall be allowed eight hours
35 paid absence from work except as provided herein.

36
37 New Year's Day - January 1
38 Martin Luther King Day - Third Monday in January
39 President's Day - Third Monday in February
40 Memorial Day - Last Monday in May
41 Independence Day - July 4
42 Labor Day - First Monday in September

1 Election Day - General Election Day in even-numbered years
2 Veteran's Day - November 11
3 Thanksgiving Day - Fourth Thursday and Friday in November
4 Christmas Eve - December 24
5 Christmas Day - December 25
6 New Year's Eve Day - December 31
7

8 Christmas Eve and New Year's Eve shall be holidays regardless of the day of the week
9 upon which Christmas and New Year's may fall. A holiday that falls on Saturday shall be
10 observed on the preceding Friday. A holiday that falls on Sunday shall be observed on
11 the following Monday. When Christmas Eve or New Year's Eve falls on Friday, the
12 holiday shall be observed on the preceding Thursday. When Christmas Eve or New
13 Year's Eve falls on Sunday, the holiday shall be observed on the preceding Friday.
14 Equivalent provision for time off for holidays falling outside the scheduled workweek
15 shall be made for employees working other than a Monday through Friday schedule.
16

17 Employees who are on an alternative work schedule as provided in Article 15, Section
18 8, may use annual leave or compensatory time credits to supplement the eight hours'
19 holiday pay up to the number of regularly scheduled hours for the day.
20

21 SECTION 14. PERSONAL LEAVE DAY.

22 Permanent full-time employees who have satisfactorily completed 1,040 hours in State
23 classified service shall receive two personal leave days (16 hours) to be used in
24 accordance with normal requirements for annual leave usage. Such leave shall be
25 granted to less than full-time permanent employees who have satisfactorily completed
26 1,040 hours in State classified service on a pro-rata basis in accordance with current
27 practice regarding holidays. Such leave grant shall be extended to employees returning
28 from leave of absence on their return. Such leave time shall be granted to persons
29 entering the Bargaining Unit (for example, recall from layoff) on a pro-rata basis.
30 However, no employee shall be entitled to more than one grant of personal leave in
31 each fiscal year. Such leave shall be credited to the employee's annual leave counter
32 on each October 1 in accordance with Appendix D-1.
33

34 It shall be the employee's responsibility to monitor balances in his/her annual leave
35 counter in order to permit crediting of the personal leave grant on October 1.
36

37 For contractual purposes, personal leave shall be treated the same as annual leave.
38
39

1 SECTION 15. ANNUAL LEAVE.
2

	Service Credit	Accrual Rate/ 80 Hrs. Service	Maximum Accrual Cap	Maximum Accumulation
1 Yr.	(0-2,079 Hrs.)	4.0	256	296
1-5 Yrs.	(2,080-10,399 Hrs.)	4.7	256	296
5-10 Yrs.	(10,400- 20,799 Hrs.)	5.3	271	311
10-15 Yrs.	(20,800- 31,199 Hrs.)	5.9	286	326
15-20 Yrs.	(31,200- 41,599 Hrs.)	6.5	301	241
20-25 Yrs.	(41,600- 51,999 Hrs.)	7.1	306	346
25-30 Yrs.	(52,000- 62,399 Hrs.)	7.7	316	356
30-35 Yrs.	(62,400- 72,799 Hrs.)	8.4	316	356
35-40 Yrs.	(72,800- 83,199 Hrs.)	9.0	316	356
40-45 Yrs.	(83,200- 93,599 Hrs.)	9.6	316	356
etc.				

3
4 A. No annual leave in excess of 240 hours shall be included in final average
5 compensation for the purpose of calculating the level of retirement benefits. Should
6 the Retirement Act be amended or interpreted so as to allow more than 240 hours
7 annual leave to be included in final average compensation, upon request by the
8 Union, the parties agree to negotiate the inclusion of the excess hours in accordance
9 with such amendment or interpretation.

10
11 B. Annual Leave Options - Layoff and Recall.
12

13 A laid-off employee may elect to freeze annual leave up to the accrued balance at
14 the time of layoff. Such balance shall be retained until the employee elects to be
15 paid off for the balance or until the employee's recall rights expire (after six
16 continuous years of layoff), whichever occurs first. Payoff shall be at the employee's
17 last rate of pay.
18

19 Upon recall, regular annual leave provisions shall apply. A permanent employee who
20 does not elect to freeze annual leave and is recalled from actual layoff to the same
21 Appointing Authority may, within two pay periods, buy back up to 15 days (120

1 hours) of annual leave at the rate at which it was paid off; however, an employee
2 may not buy back more annual leave hours than were paid off upon layoff. Payment
3 for buy back must be in a lump sum and must be made before such annual leave
4 can be used.

5
6 SECTION 16. SICK LEAVE.

7 A. Sick Leave Allowance.

8
9 Every permanent employee covered by this Agreement shall be credited with four
10 hours of sick leave with pay for each completed 80 hours in a biweekly work period,
11 or to a pro-rated amount if paid service is less than 80 hours in the pay period. Paid
12 service in excess of 80 hours shall not be counted.

13
14 Sick leave shall be credited at the end of the biweekly work period. Sick leave shall
15 be considered as available for use only in the pay period subsequent to the biweekly
16 work period in which it is earned. When paid service does not total 80 hours in a
17 biweekly work period, the employee shall be credited with a pro-rated amount of
18 leave for that work period based on the number of hours in pay status divided by 80
19 hours multiplied by four hours.

20
21 B. Sick Leave Payment at Separation.

22
23 An employee who separates employment through retirement or death shall be paid
24 for one-half of unused accumulated sick leave at his/her last rate of pay. In case of
25 death, such payment shall be made to the employee's beneficiary or estate.

26
27 An employee who separates employment for reasons other than retirement or death
28 shall be paid at his/her last rate of pay for a percentage of his/her unused
29 accumulated sick leave according to the following chart:

30

<u>Sick Leave Accumulation in Hours</u>	<u>Percentage Paid</u>
Less than 104	0
104-208	10
209-416	20
417-624	30
625-832	40
833 or more	50

31
32 Employees hired on and after October 1, 1980, shall not be entitled to payment for
33 unused accumulated sick leave upon separation or retirement. No payment to the
34 beneficiary or estate for unused sick leave will be made in case of the death of an
35 employee hired on or after October 1, 1980.

1 SECTION 17. SHIFT DIFFERENTIAL.

2 All permanent and full-time permanent-intermittent employees who qualify for the
3 present five percent shift differential shall receive an additional \$1.00 per workday for
4 such time worked. This additional premium shall be administered in accordance with
5 current practice.

6
7 SECTION 18. CHILD CARE.

8 Within 90 days of the effective date of this Agreement, the Employer and the Union
9 agree to the establishment of a joint committee to explore the feasibility of developing
10 an information and referral service to assist employees in locating quality child care
11 appropriate to their particular needs. If the committee recommends the establishment of
12 an information and referral service, the costs for such a program shall be jointly shared
13 by the Employer and the Union.

14
15 In addition, the committee shall review the following issues:

- 16
17 A. The use of existing resources for the development of the service (e.g., existing
18 community-based referral programs and their ability to meet employees' needs);
19
20 B. Types of services that should be offered by such a program; and
21
22 C. How such a service should be communicated to employees.
23

24 SECTION 19. CLEANING EXPENSES.

25 The Administrative Manual of the Michigan Department of Management and Budget (at
26 Chapter 2, subject 236, 6/1/76) shall be the procedure for reimbursement of personal
27 loss under \$100.

28
29 SECTION 20. MOVING EXPENSES.

- 30 A. Persons Covered. All full-time employees currently employed by the State of
31 Michigan being relocated at the request of the Appointing Authority and agreeing to
32 continue employment in the new location for a minimum of one year are entitled to
33 all benefits provided by this Section. New employees not presently working for the
34 State of Michigan shall not be entitled to any benefits provided in this Section.
35
36 B. By Commercial Mover. The State will pay the transportation charges for normal
37 household goods up to a maximum of 14,000 pounds for each move. Charges for
38 weight in excess of 14,000 pounds must be paid directly to the mover by the
39 employee.
40

1 (1) Household Goods: Includes all furniture, personal effects, and property used in a
2 dwelling, and normal equipment and supplies used to maintain the dwelling
3 except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds,
4 motorcycles, snowmobiles, explosives, or property liable to impregnate or
5 otherwise damage the mover's equipment, perishable foodstuffs subject to
6 spoilage, building materials, fuel, or other similar non-household good items.

7
8 (2) Packing: The State will pay up to \$600 for packing and/or unpacking breakables.
9 The employee must make arrangements and pay the mover for any additional
10 packing required.

11
12 (3) Insurance: The carrier will provide insurance against damage up to \$0.60 per
13 pound for the total weight of the shipment. The State will reimburse the employee
14 for insurance costs not to exceed an additional \$0.65 per pound of the total
15 weight of the shipment.

16
17 (4) In addition to the above packing allowances, the State will pay the following
18 accessorial charges which are required to facilitate the move:

- 19
20 a. Appliance service;
21 b. Piano or organ handling charges;
22 c. Flight, elevator, or distance carry charges;
23 d. Extra labor charges required to handle heavy items (e.g., pianos, organs,
24 freezers, pool tables, etc.).

25
26 (5) Charges for stopping in transit to load or unload goods and the cost of additional
27 mileage involved to effect a stop in transit must be paid by the employee. Also,
28 extra labor required to expedite a shipment at the request of the employee must
29 be paid by the employee.

30
31 C. Mobile Homes. The State will pay the reasonable actual cost for moving a mobile
32 home if it is the employee's domicile, plus a maximum \$500 allowance for blocking,
33 unblocking, securing contents or expando units, installing or skirting and utility
34 connections will be paid by the State when accompanied by receipts. "Actual Moving
35 Cost" includes only the transportation costs, escort service when required by
36 governmental unit, special lighting permits, tolls, or surcharges. Actual Moving Cost"
37 does not include the moving of oil tanks, out buildings, swing sets, etc., that cannot
38 be dismantled and secured inside the mobile home.

39
40 Mobile home liability is limited to damage to the unit caused by negligence of the
41 carrier, and to contents up to a value of \$500. Additional excess valuation and/or
42 hazard insurance may be purchased from the carrier at the expense of the
43 employee.

44

1 The repair or replacement of equipment of the trailer (e.g., tires, axles, bearings,
2 lights, etc.) is the responsibility of the owner.
3

4 D. Storage of Household Goods. The State will pay for storage not in excess of 60 days
5 in connection with an authorized move at either origin or destination, only when
6 housing is not readily available.
7

8 E. Temporary Travel Expense. From effective date of reassignment, up to 60 calendar
9 days of travel expense at the new assigned work station are allowed. Extension
10 beyond 60 days, but not to exceed a total of 180 days, should be allowed due to
11 unusual circumstances in the full discretion of the Employer. Authorized travel shall
12 include one round trip weekly between the new work station and the former
13 residence.
14

15 F. To Secure Housing. A continuing employee and one additional family member will
16 be allowed up to three round trips to a new official work station for the purpose of
17 securing housing. Travel, lodging, and food costs will be reimbursed up to a
18 maximum of nine days in accordance with the Standardized Travel Regulations.
19

20 SECTION 21. COMPENSATION FOR ASSAULTED EMPLOYEES.

21 A. In the event that an employee suffers physical injury resulting in disability from State
22 employment as a result of a direct physical attack by a person other than a fellow
23 State classified employee, the disabled employee's normal biweekly net salary shall
24 be continued during the period of disability necessitating absence from work which is
25 caused by the attack for a period not to exceed 100 weeks from the date of the
26 attack. Net salary shall be defined in accordance with current practice. As a
27 condition precedent to salary continuation as authorized herein, the disabled
28 employee shall be receiving Workers' Compensation benefits, be on the
29 Department's payroll, provide written notice of claim to the Appointing Authority
30 within 30 days of the attack, submit to such medical examination as the Appointing
31 Authority shall require, and reimburse the Department to the full extent of any
32 Workers' Compensation benefits paid. Fringe benefits normally received by
33 employees eligible under this Section shall continue in effect during the time the
34 employee receives the supplement provided herein. The parties agree that the word
35 "attack" as used in this section has the same meaning as "assault" in P.A. 452 of
36 1978, MCL 38.1181.
37

38 B. Disability Payment.

39
40 In the event of an injury or illness for which an employee is eligible and receiving a
41 work disability benefit under the Michigan Workers' Disability Compensation Law,
42 such employee shall be provided salary payment which with the work disability
43 payment equals two-thirds of the regular salary or wage for the first 50 weeks of

1 disability. Leave credits may be utilized to the extent of the difference between such
2 payment and the employee's regular salary or wage. The Employer will consider,
3 upon request, extending approval of the supplemental pay beyond 50 weeks
4 consistent with current practice. Approval of any supplement is limited to a combined
5 total of 100 weeks.

6
7 SECTION 22. MEAL AND TRAVEL REIMBURSEMENT.

8 Effective October 1, 1984, employees shall be entitled to travel reimbursement at the
9 rates and in accordance with the Standardized Travel Regulations which are in effect on
10 the date(s) of travel.

11
12 SECTION 23. MAINTENANCE OF CONDITIONS.

13 Economic benefits which were in effect on the effective date of this Agreement and
14 which are not specifically provided for or abridged by this Agreement will continue in
15 effect throughout the life of this Agreement unless altered by mutual consent of the
16 Employer and the Union or unless it can clearly be demonstrated that the conditions
17 upon which the benefit had previously been granted have substantially changed to the
18 point where continuing the benefit is not for the purpose for which it was granted. Any
19 changes in economic benefits under this provision must be submitted to and approved
20 by the Civil Service Commission.

21
22 SECTION 24. COMPENSATION POLICY UNDER CONDITIONS OF GENERAL
23 EMERGENCY.

24 A. General Emergency. Conditions of general emergency include, but are not
25 necessarily limited to, severe or unusual weather, civil disturbance, loss of utilities,
26 physical plant failures, or similar occurrences. Such conditions may be widespread
27 or limited to specific work locations.

28
29 B. Administrative Determination. When conditions in an affected area or a specific
30 location warrant, State facilities may be ordered closed or, if closure is not possible
31 because of the necessity to continue services, a facility may be declared
32 inaccessible. The decision to close a State facility or to declare it inaccessible shall
33 be at the full discretion of the Governor or his/her designated representative.

34
35 C. Compensation in Situation of Closure. When a State facility is closed by the
36 Governor or his/her designated representative or a non State-controlled facility is
37 closed, affected employees shall be authorized administrative leave to cover their
38 normally scheduled hours of work during the period of closure, unless such
39 employees can be temporarily assigned to another facility or are assigned to perform
40 appropriate job responsibilities away from the facility.

1 Individual employees of facilities ordered closed may be required to work to perform
2 essential services during the period of closure. When such is the case, these
3 employees shall be compensated in the manner prescribed for employees who work
4 under conditions of declared inaccessibility.

- 5
6 D. Compensation in Situation of Inaccessibility. If a State facility has not been closed
7 but declared inaccessible in accordance with the Governor's policy, and an
8 employee is unable to report for work due to such conditions, she/he shall be
9 granted administrative leave to cover his/her normally scheduled hours of work
10 during the period of declared inaccessibility.

11
12 An employee who works at a State facility during a declared period of inaccessibility
13 shall be paid his/her regular salary and, if overtime work is required, in accordance
14 with the overtime pay regulations. In addition, such employees shall be granted
15 compensatory time off equal to the number of hours worked during the period of
16 declared inaccessibility.

- 17
18 E. Additional Timekeeping Procedures. If a State facility has not been closed or
19 declared inaccessible or a non State-controlled facility has not been closed during
20 severe weather or other emergency conditions, an employee unable to report to
21 work because of these conditions shall be allowed to use annual leave or
22 compensatory time credits. If sufficient credits are not available, the employee shall
23 be placed on lost time.

24
25 When an employee is absent from a scheduled work period, a portion of which is
26 covered by a declaration of closure or inaccessibility or closure of a non State-
27 controlled facility, annual leave or compensatory time credits may be used to cover
28 that portion of his/her absence not covered by administrative leave. If sufficient
29 credits are not available, the employee shall be placed on lost time.

30
31 Employees who suffer lost time as the result of the application of this policy shall
32 receive credit for a completed biweekly work period for all other purposes.

33
34 SECTION 25. LONGEVITY.

35 A. Eligibility.

36
37 (1) Career employees who separate from State service and return and complete five
38 years (10,400 hours) of full-time continuous service prior to October 1 of any year
39 shall have placed to their credit all previous State classified service earned.

40
41 (2) To be eligible for a full annual longevity payment after the initial payment, a
42 career employee must have completed continuous full-time classified service

1 equal to the service required for original eligibility, plus a minimum of one
2 additional year (2080 hours).

- 3
4 (3) Career employees rendering seasonal, intermittent or other part-time classified
5 service shall, after establishing original eligibility, be entitled to subsequent
6 annual payments on a pro rata basis for the number of hours in pay status during
7 the longevity year.

8
9 **B. Payments.**

10
11 Payment shall be made in accordance with the table of longevity values based on
12 length of service as of October 1.

13

LONGEVITY SCHEDULE OF PAYMENTS	
<u>Equivalent Hours of Service Prior to Oct. 1</u>	<u>Payments</u>
10,400 – 18,719	\$ 260
18,720 – 27,039	\$ 300
27,040 – 35,359	\$ 370
35,360 – 43,679	\$ 480
43,680 – 51,999	\$ 610
52,000 – 60,319	\$ 790
60,320 and over	\$1,040

- 14
15 (1) No active employee shall receive more than the amount scheduled for one
16 annual longevity payment during any twelve-month period except in the event of
17 retirement or death, or as provided in paragraph 7 of this Subsection.

- 18
19 (2) Initial payments: Employees qualify for their initial payment by completing an
20 aggregate of 10,400 hours of continuous service prior to October 1. The initial
21 payment shall always be a full payment (no pro-ration).

22
23 (3) Annual Payments

- 24
25 a. Employees qualify for full annual payment by completing 2,080 hours of
26 continuous service during the longevity year.

- 27
28 b. Employees who are in pay status less than 2,080 hours shall receive a pro
29 rata annual payment based on the number of hours in pay status during the
30 longevity year.

- 31
32 (4) Payments to employees who become eligible on October 1 of any year shall be
33 made on the pay date following the first full pay period in October, except that pro
34 rata payments in case of retirement or death shall be made as soon as
35 practicable thereafter.

1
2 (5) Lost Time Considerations
3

- 4 a. Lost time is not creditable continuous service nor does it count in qualifying
5 for an initial or an annual payment.
6
7 b. Employees do not earn State service credit in excess of 80 hours in a
8 biweekly pay period. Paid overtime does not offset lost time, except where
9 both occur in the same pay period.

10
11 (6) Payment to Employees on Leave of Absence Without Pay and Layoff on
12 October 1
13

- 14 a. An employee on other than a waived rights leave of absence, who was in pay
15 status less than 2,080 hours during the longevity year, will receive a pro rata
16 annual payment based on the number of hours in pay status during the
17 longevity year. Such payment shall be made on the pay date following the
18 first full pay period in October.
19
20 b. An employee on a waived rights leave of absence will receive a pro rata
21 longevity payment upon returning from leave.
22

23 (7) Payment at Retirement or Death
24

25 An employee with 10,400 hours of currently continuous service, who separates
26 by reason of retirement or death, shall qualify and receive both a terminal and a
27 supplemental payment as follows:
28

- 29 a. A terminal payment, which shall be either:
30

31 (1) A full initial longevity payment based upon the total years of both current
32 and prior service, if the employee has not yet received an initial longevity
33 payment; or
34

35 (2) A pro rata payment for time worked from the preceding October 1 to the
36 date of separation, if previously qualified. The pro rata payment is based
37 on hours in pay status since October 1 of the current fiscal year.
38

- 39 b. A supplemental payment for all time previously not counted in determining the
40 amount of prior longevity payments, if any.
41

42 C. Longevity Overtime.
43

1 Upon conversion, the regular rate add-on for longevity will be calculated and paid
2 retroactively for overtime worked in the previous fiscal year. This amount will be
3 included in the longevity payment.
4

5 **SECTION 26. BEREAVEMENT LEAVE.**

6 Employees shall be allowed reasonable and necessary time off by mutual agreement in
7 the event of the death of a member of the immediate family. Immediate family shall be
8 as defined in Article 16, Section 3 of this Agreement. Such time shall be covered by
9 accrued sick leave and/or annual leave credits. In the event of a dispute, an employee
10 shall be guaranteed a minimum of five days leave, if requested.
11

12 **SECTION 27. JURY DUTY/WITNESS DUTY.**

13 If an employee is selected for jury duty, the summons should be obeyed. Failure to do
14 so may cause the employee to be considered in contempt of court.
15

16 While serving on jury duty, an employee will be granted administrative leave (time off
17 with full pay) provided the employee reimburses the Appointing Authority for the jury
18 duty pay received from the court. Alternatively, an employee may, at the employee's
19 discretion, use annual leave when serving on a jury and keep the jury duty pay. When
20 not impaneled for actual service and only on call, the employee shall report back to
21 work unless authorized by the supervisor to be absent from his/her work assignment.
22

23 To receive administrative leave for jury duty, an employee must:

- 24
- 25 A. Promptly provide a copy of the jury duty summons to his/her supervisor;
 - 26
 - 27 B. Notify the supervisor of the jury duty schedule on a daily basis at or before the
28 beginning of the employee's scheduled work day in accordance with Departmental
29 procedures regarding reporting of absences;
 - 30
 - 31 C. Certify, in writing, each period of time actually served as a juror for which
32 administrative leave is requested; and
 - 33
 - 34 D. Submit the jury duty paycheck stub as soon as it is received together with a payment
35 equal to the jury duty pay in accordance with Departmental procedures.
36

37 Travel allowances paid to the employee by the court may be retained, as they are not
38 considered jury duty pay. Employees shall not be permitted to use a State vehicle for
39 travel connected with jury duty and shall not be reimbursed by the Appointing Authority
40 for travel allowances.
41

1 An employee requested or subpoenaed to appear before a court as a witness for the
2 People is entitled to administrative leave (time off with full pay) provided that the
3 employee certifies in writing the period of time of such appearance and for which such
4 administrative leave is requested. Employees must reimburse the Department for any
5 witness fees received, up to the amount of their salary.

6
7 If an employee is subpoenaed as a witness or appears in court in any capacity other
8 than as a witness for the People, she/he will not be considered as being on duty, nor will
9 administrative leave be granted. Any authorized absence shall be charged to annual
10 leave and employees may retain any expenses or monies received from the court.

11
12 If, however, the court appearance is required as a result of conduct occurring in the
13 course of employment and the employee had a reasonable basis for believing the
14 alleged conduct was within the scope of the authority delegated to the employee, the
15 employee will be considered as being on duty.

16
17 SECTION 28. TUITION REIMBURSEMENT.

18 A. Only to the extent that funds have been appropriated and allocated by the
19 Department/Agency, specifically for tuition reimbursement, the Employer agrees to
20 establish a system of tuition reimbursement for employees. The Employer agrees to
21 notify the Union, upon request, of the amount of money allocated by the
22 Department/Agency for such purpose and of any changes in such allocation.

23
24 Reimbursement shall apply only to the per-credit-hour cost of tuition and shall not
25 apply to such items as lab fees, miscellaneous fees, books, or supplies. Selection
26 among eligible applicants, and proportion of reimbursement, shall be determined by
27 the Employer. Employees selected for such tuition reimbursement program shall
28 only be reimbursed upon presenting written documentation of successful completion
29 of the course.

30
31 Tuition reimbursement shall not be made unless the course pertains to the
32 employee's current occupation. No employee shall receive reimbursement for more
33 than one course in any one semester or term.

34
35 The procedures to be used for application, approval, and verification of successful
36 completion shall be established by the Department/Agency.

37
38 The provisions of this Section shall not apply in those cases where the Employer
39 requires employees to take a course(s) as part of their assigned duties.

40
41 B. Subject to legislative appropriation, the parties agree to establish a special
42 Educational Development Fund of \$25,000 in each of two fiscal years, 1990-91 and
43 1991-92. The amount remaining in the Educational Development Fund at the end of

1 any Fiscal Year shall be carried forward and added to the amount, if any, designated
2 for the fund in the next Fiscal Year. The amount designated for the fund in each of
3 the three Fiscal Years 1993-94, 1994-95, and 1995-96 shall be \$20,000. The
4 amount designated for the fund in each of the three Fiscal Years 1996-97, 1997-98
5 and 1998-99 shall be \$25,000. The amount designated for the fund in each of the
6 three fiscal years 1999-2000, 2000-01, and 2001-02 shall be \$50,000. This fund will
7 be administered by a joint Labor-Management Committee consisting of an equal
8 number of representatives of the Union and the Employer. Properly designated
9 Union representatives to the committee shall be granted administrative leave for all
10 time approved by the Office of State Employer related to the committee's work.

11
12 The Labor-Management Committee will establish goals and objectives as well as the
13 requirements for utilization of this fund. All fund expenditures will be made based on
14 criteria established by the committee and will require agreement of the parties. No
15 program established by the committee will replace obligations of the Employer or the
16 Union under the existing Agreement.

17
18 Among the projects which may be addressed by this fund are (not in order of
19 importance) tuition reimbursement for employees seeking a degree or certificate;
20 assisting employees to adjust to the cyclical nature of employment in this Bargaining
21 Unit; and addressing other specific needs of both active and laid-off employees in
22 this unit. This is not intended to be an exhaustive list of projects but is intended to
23 illustrate the scope of activities that the committee may consider.

24
25 The Labor-Management Committee will meet and begin its work within 90 calendar
26 days after Civil Service Commission ratification of this Agreement. In this way,
27 programs can be in place at the beginning of the fiscal year in question.

28
29 SECTION 29. A QUALIFIED 401(K) TAX-SHELTERED PLAN.

30 A qualified 401(K) Tax-Sheltered Plan shall be available to employees in this Bargaining
31 Unit.

32
33 SECTION 30. GROUP AUTO AND HOMEOWNERS PLAN.

34 Employees in this Bargaining Unit shall, upon completion of a successful bidding
35 process, be eligible for enrollment in a Group Auto and Homeowners Plan with the
36 employee to pay the entire cost of any premiums.

37
38 SECTION 31. FLEXIBLE COMPENSATION PLAN.

39 The Employer shall maintain the current Flexible Compensation Plan for employees in
40 this Bargaining Unit.

41

1 Employees in this Bargaining Unit will be offered participation in the State of Michigan
2 Dependent Care and Medical Spending Accounts authorized in accordance with
3 Section 125 of the Internal Revenue Code.

4
5 **SECTION 32. SCHOOL/COMMUNITY PARTICIPATION LEAVE.**

6 A. Intent. The parties recognize the positive role parental and other adult involvement in
7 school activities plays in promoting educational success. The parties intend by this
8 Section to foster employee involvement in educational programs.

9
10 B. Leave Credits. Effective October 1, 1996, permanent intermittent, limited term and
11 permanent employees who have satisfactorily completed 1,040 hours in State
12 classified service shall annually receive eight (8) hours of paid school participation
13 leave to be used in accordance with normal requirements for annual leave usage,
14 provided, however, that such leave may be utilized in increments of one (1) hour if
15 requested.

16
17 Employees may use the leave to participate in any education activity including but
18 not limited to tutoring, field trips, classroom programs, school committees, including
19 preschool programs, and in accordance with any applicable collective bargaining
20 Agreements governing the educational program.

21
22 Additionally, employees may use the leave to participate in community activities. The
23 leave may also be used for active participation in any structured secular community
24 activity sponsored by a governmental agency, or a non-profit community
25 organization or agency, and not for mere attendance at community events.

26
27 The use of the leave is intended for active participation in school or community
28 programs and not for mere attendance at extra-curricular activities. To request
29 school participation leave, employees shall complete a school participation leave
30 form provided by the Employer.

31
32 School participation leave shall be credited to employees on each October 1, and
33 shall not carry forward beyond the Fiscal Year.

34
35
36 **ARTICLE 23**

37 **TRAINING**

38
39 All policies, work rules and standards, and regulations concerning conduct and
40 performance shall be available to employees. The Employer shall provide sufficient
41 initial training and periodic retraining to all employees.

1 In the UIA and WDA, the Employer shall make a reasonable effort to provide a minimum
2 of forty (40) hours of formal initial training; and periodic, continuous formal retraining to
3 all employees. Such training shall be provided by qualified trainers and shall be
4 provided to enable the employees to effectively understand the work expected of them
5 and to perform their job duties. All other Departments will provide appropriate training to
6 HSS members, as needed, to effectively perform their job duties.

7
8 Copies of pertinent Civil Service Commission and Department rules, policies and
9 regulations shall be provided or made available to an employee at the beginning of
10 his/her employment and at such time as the rules, policies and/or regulations change or
11 become effective. A record of each employee's training courses completed shall be kept
12 by the employee's Appointing Authority.

13 14 15 **ARTICLE 24**

16 **DRUG AND ALCOHOL TESTING.**

17 18 **SECTION 1. TESTING.**

19 The Employer may require an employee to submit to urinalysis drug screening or
20 alcohol breath testing under the circumstances set forth below in Subsections A
21 through E.

22
23 An employee may refuse to submit to a drug screening or alcohol test but the employee
24 shall be warned that such refusal constitutes grounds for discipline equivalent to
25 discipline imposed for a positive test result, and allowed an opportunity to submit to the
26 testing as though the employee had originally complied with the order.

27
28 A. Preappointment Testing. An employee not occupying a test-designated position shall
29 submit to a urinalysis drug screening if the employee is selected for a test-
30 designated position. The employee shall not perform any duties of a test-designated
31 position until the employee has submitted to and passed a drug screening. If the
32 employee fails or refuses to submit to the drug test, interferes with a test procedure,
33 or tampers with a test sample, the employee shall not be appointed or otherwise
34 placed in the test-designated position and will be ineligible for appointment to or
35 placement in a test-designated position for a period of three years. Also, the
36 employee may be disciplined if the employee fails a drug test, refuses to submit to
37 the drug test, interferes with a test procedure, or tampers with a test sample.

38
39 B. Random Testing. An employee in a test-designated position may be selected at
40 random from a pool comprised of test-designated positions covered by this
41 Agreement. The number of urinalysis drug screenings performed at random each
42 calendar year may not exceed a number equal to 15% of the number of test-
43 designated positions in the pool. The number of alcohol breath tests performed at

1 random each calendar year may not exceed a number equal to 15% of the number
2 of test-designated positions in the pool.

3
4 C. Reasonable Suspicion Testing. An employee may be required to submit to urinalysis
5 drug screening or alcohol breath testing based on reasonable suspicion.
6 Reasonable suspicion means a belief, drawn from specific objective facts and
7 reasonable inferences drawn from those facts in light of experience, that an
8 employee is using or may have used drugs or alcohol in violation of this Agreement
9 or a departmental work rule. By way of example only, reasonable suspicion may be
10 based upon any of the following:

- 11
12 1. Observable phenomena, such as direct observation of drug or alcohol use or the
13 physical symptoms or manifestations of being impaired by, or under the influence
14 of, a drug or alcohol.
- 15
16 2. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by
17 a credible source.
- 18
19 3. Evidence that an individual has tampered with a drug test or alcohol test during
20 employment with the State of Michigan.
- 21
22 4. Evidence that an employee is involved in the use, possession, sale, solicitation,
23 or transfer of drugs or alcohol while on duty, while on the Employer's premises,
24 or while operating the Employer's vehicle, machinery, or equipment.

25
26 The basis of support for the reasonable suspicion drug screening or alcohol test
27 will be documented by a trained supervisor. An employee shall not be required to
28 submit to a reasonable suspicion drug screening or alcohol test without the
29 individualized expressed approval of the Employer designated Drug and Alcohol
30 Testing Coordinator (DATC) or his/her designee.

31
32 D. Post-Accident Testing. An employee in a test-designated position shall submit to a
33 drug test or an alcohol test if there is evidence that the employee in the test-
34 designated position may have caused or contributed to a serious work accident. A
35 serious work accident is defined as an on-duty accident resulting in death, or serious
36 personal injury requiring immediate medical treatment, that arises out of any of the
37 following:

- 38
39 1. The operation of a motor vehicle.
- 40
41 2. The discharge of a firearm.
- 42
43 3. A physical confrontation.

1 H. New classifications, or levels added to existing classifications, may include duties
2 consistent with those identified for test-designated positions in Subsections A
3 through F above. The employer shall meet with the union to review the new
4 classification or level prior to requiring an employee in the new class to submit to
5 testing under this Article.
6

7 SECTION 3. DRUG AND ALCOHOL TESTING PROTOCOL.

8 A. Protocol. The Employer will adopt the U.S. Department of Health and Human
9 Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as
10 the protocol for drug testing and the U.S. Department of Transportation Procedures
11 for Transportation Workplace Drug and Alcohol Testing Programs for alcohol testing.
12

13 After adoption of the protocol, and its implementation, the protocol shall not be
14 subject to change except by mutual Agreement of the parties and approval by the
15 Civil Service Commission.
16

17 B. Definitions. The parties agree to incorporate in this Agreement the definitions
18 contained in the U.S. Department of Health and Human Services Mandatory
19 Guidelines for Federal Workplace Drug Testing Programs, as may be amended, and
20 in the U.S. Department of Transportation Procedures for Transportation Workplace
21 Drug and Alcohol Testing, as may be amended. In addition, the parties agree to
22 define "credible source" as, "One who is trustworthy and entitled to be believed. One
23 who is entitled to have his/her oath or affidavit accepted as reliable, not only on
24 account of his/her good reputation for veracity, but also on account of his/her
25 intelligence, knowledge of the circumstances, and disinterested relation to the matter
26 in question. One who is competent to testify."
27

28 SECTION 4. UNION REPRESENTATION.

29 Employees may confer with an available Union representative on site (if available on
30 site), or through a telephone conference, whenever an employee is directed to submit to
31 a reasonable suspicion alcohol or drug test, provided such contact will not unreasonably
32 delay the testing process.
33

34 SECTION 5. REVIEW COMMITTEE FOR DRUG AND ALCOHOL TESTING.

35 A committee consisting of three (3) representatives of the SEIU Coalition and three (3)
36 representatives of the Employer shall meet prior to the implementation of the drug and
37 alcohol testing program to review and discuss the testing procedures, collection
38 methods, quality assurance, and other matters pertaining to the operation of the testing
39 program. The review committee will also meet, upon request of either party, to review
40 testing data and discuss problems related to the administration of the testing program.
41 The committee may vote on matters it discusses. The committee's recommendations, if

1 any, will be submitted to the Employer for its consideration. Recommendations voted on
2 by the committee will be reported as "Without Recommendation" if based on a 3-3 tie
3 vote and as a "Unanimous Recommendation" for any vote other than 3-3.

4
5 SECTION 6. REQUIRED TREATMENT.

6 In the event of a positive test, and in the further event that a sanction less than
7 discharge is imposed, the employee shall be referred to a substance abuse professional
8 for assessment and treatment.

9
10 SECTION 7. SELF-REPORTING.

11 An employee who voluntarily discloses to the Employer a problem with drugs or alcohol
12 shall not be disciplined for such disclosure if, and only if, the problem is disclosed before
13 the occurrence of any of the following:

- 14
15 A. For reasonable suspicion testing, before the occurrence of an event that gives rise to
16 reasonable suspicion that the employee has violated this Agreement or a
17 department work rule.
18
19 B. For pre-appointment testing, follow-up testing, and random testing, before the
20 employee is selected to submit to a drug test or alcohol test.
21
22 C. For post-accident testing, before the occurrence of any accident that results in post-
23 accident testing.

24
25 After self-reporting, the Employer shall permit the employee an immediate leave of
26 absence, subject to the provisions of Article 16, Leaves, to obtain medical treatment or
27 to participate in a rehabilitation program. In addition, the Employer shall remove the
28 employee from the duties of a test-designated position until the employee submits to
29 and passes a follow-up drug or alcohol test. The Employer may require the employee to
30 submit to further follow-up testing as a condition of continuing or returning to work.

31
32 An employee may take advantage of this provision no more than two times while
33 employed in the classified service. An employee making a report is not excused from
34 any subsequent drug or alcohol test or from otherwise complying in full with this Article.
35 An employee making a report remains subject to all drug and alcohol testing
36 requirements after making a report and may be disciplined as the result of any
37 subsequent drug or alcohol test, including a follow-up test.

38
39 SECTION 8. CONFIRMATION ALCOHOL TESTING.

40 If an employee is tested for alcohol and is determined to have a blood alcohol level
41 equal or greater than 0.02% in both the initial Evidentiary Breath Test (EBT) and the

1 confirmation Evidentiary Breath Test, at the employee's option and at the employee's
2 full cost, the employee may elect to have a second confirmation test carried out by
3 drawing a sample of blood and submitting it for testing at an approved laboratory. This
4 option is only available if the testing site where the two positive breath tests were
5 conducted is equipped to draw the blood and either directly provide for its testing for
6 level of blood alcohol or transport the sample to a laboratory which is certified to test the
7 sample for level of blood alcohol. The protocol for such confirmation blood testing for
8 alcohol (including but not limited to chain of custody, security, integrity and identity of
9 sample, transportation to testing laboratory if required, reporting of results, etc.) shall be
10 determined prior to initiation of alcohol testing under this Article and shall be a topic for
11 discussion in the committee established in this Article. The employee shall remain off
12 the job until the results of the second confirmation test are provided to the Employer and
13 may use available leave credits, if desired.

14
15 See Appendix E for information relative to Confirmation Drug Testing.

16
17
18 **ARTICLE 25**

19 **TERMINATION**

20
21 This agreement shall be effective January 15, 2014, and shall continue in full force and
22 effect until midnight, December 31, 2015. Either party may give written notice to the
23 other of its intention to negotiate a new primary agreement no later than one hundred
24 eighty (180) calendar days prior to the termination date.

25
26 IN WITNESS WHEREOF, the parties hereto have set their hands:

27
28 Human Services Support Unit Of Local 517-M, Service Employees International
29 UNION (SEIU), AFL-CIO, CLC
30 /s/ Amy Davis-Comstock
31 Amy Davis-Comstock, President

32
33 STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER

34
35 /s/ Janine M. Winters
36 Janine M. Winters, Director
37 /s/ Frank Russell
38 Frank Russell

39
40 APPROVED BY:
41 MICHIGAN CIVIL SERVICE COMMISSION

APPENDIX A

HUMAN SERVICES SUPPORT BARGAINING UNIT CLASSIFICATIONS

- 1
- 2
- 3
- 4 **Class Title**
- 5 Dsblt Dtrmntn Asst 8
- 6 Dsblt Dtrmntn Asst 9
- 7 Dsblt Dtrmntn Asst E10
- 8 Emp Srvs Anlst 10
- 9 Emp Srvs Anlst 12
- 10 Emp Srvs Anlst 9
- 11 Emp Srvs Anlst P11
- 12 Emplnt Service Intvr 11
- 13 Emplnt Service Intvr 9
- 14 Emplnt Service Intvr E10
- 15 Home Aide 6
- 16 Home Aide 7
- 17 Home Aide E 8
- 18 Indian Outreach Wkr 8
- 19 Indian Outreach Wkr 9
- 20 Indian Outreach Wkr E10
- 21 Interpreter Deaf 6
- 22 Interpreter Deaf 7
- 23 Interpreter Deaf 9
- 24 Interpreter Deaf E 8
- 25 Liability Examiner 8
- 26 Liability Examiner 9
- 27 Liability Examiner E10
- 28 Migrant Srvs Worker 8
- 29 Migrant Srvs Worker 9
- 30 Migrant Srvs Worker E10
- 31 Un Emp Ins Exm 11
- 32 Un Emp Ins Exm 8
- 33 Un Emp Ins Exm 9
- 34 Un Emp Ins Exm E10
- 35 Unemp Ins Anl 10
- 36 Unemp Ins Anl 12
- 37 Unemp Ins Anl 9
- 38 Unemp Ins Anl Dptl Tr 9
- 39 Unemp Ins Anl P11
- 40
- 41

APPENDIX B-1

SEIU Local 517-M Membership Card

**MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M
Authorization for Payroll Deduction**

MISU	Employee ID #	Specify Bargaining Unit		
		HSS (E42): EE01	S&E (H21): EH01	Tech (L32): EL01

I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$25.26 in advance of each two-week pay period from any earned accrued wages due me, until revoked by written notice, and to remit same to Michigan Public Employees, SEIU Local 517M for payment of my Union dues. Consent is additionally hereby given to increase or decrease this deduction each two week period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.
Signature of Employee: _____

Name (Please Print): _____ Department: _____

"Dues, fees, and assessments to SEIU Local 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU Local 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

APPENDIX B-2

Representation Fee Card

**MICHIGAN PUBLIC EMPLOYEES, SEIU Local 517M - HSS Bargaining Unit
Authorization for Representation Fee Payroll Deductions**

MISU	SS# or Employee ID Number	Deduction Code			
		<table border="1"><tr><td>E</td><td>M</td><td>0</td><td>1</td></tr></table>	E	M	0
E	M	0	1		

I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$20.51 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Public Employees, SEIU Local 517M for payment of my Representation Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of \$20.51 deduction each two-week pay period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____

Name (Please Print) _____ Department _____

"Dues, fees, and assessments to SEIU 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code."

APPENDIX C-1

SEIU LOCAL 517M HUMAN SERVICES SUPPORT UNIT Article 16 Letter of Understanding—BANKED LEAVE TIME PROGRAM

1
2
3
4
5 Section 1. Eligibility.

6 Permanent and limited-term, full-time, part-time, seasonal, and permanent intermittent,
7 probationary and non-probationary employees shall be required to participate in the
8 Banked Leave Time Program (Program), known as Part B under the State's Annual and
9 Sick Leave Program. Non-career employees are not eligible to participate in the
10 Program.

11
12 Section 2. Definitions and Description of Program.

13 An eligible employee shall work a regular work schedule, but receive pay for a reduced
14 number of hours. The employee's pay shall be reduced by four (4) hours per pay period
15 for full-time employees, and by a pro-rata number of hours for less than full-time
16 employees. The employee will be credited with a like number of Banked Leave Time
17 (BLT) hours for each biweekly pay period.

18
19 Section 3. Hours Eligible for Conversion to Program.

20 The number of BLT hours for which the employee receives credit shall be accumulated
21 and reported periodically to participating employees. During the term of this Letter of
22 Understanding, an employee shall not be able to accumulate in excess of 160 BLT
23 hours. Accumulated BLT hours shall not be counted against the employee's regular
24 annual leave cap, known as Part A hours under the Annual and Sick Leave Program.

25
26 The employee shall be eligible to use the accumulated BLT hours in a subsequent pay
27 period in the same manner as annual leave, pursuant to Article 16. Compensatory time
28 must be utilized prior to the utilization of BLT hours.

29
30 Section 4. Timing of Conversion of Unused Program Hours.

31 Upon an employee's separation, death or retirement from state service, unused BLT
32 hours shall be contributed by the State to the employee's account within the State of
33 Michigan (401(k) plan and, if applicable, to the State of Michigan 457 plan. Such
34 contributions shall be treated as non-elective employer contributions, and shall be
35 calculated using the product of the following: (i) the number of BLT hours and, (ii) the
36 employee's base hourly rate in effect at the time of the contribution.

37
38 If the amount of a projected contribution would exceed the maximum amount allowable
39 under Section 415 of the Internal Revenue Code (when combined with other projected
40 contributions that could against such limit), the State shall first make a contribution to
41 the employee's account within the State of Michigan 401(k) plan up to the maximum
42 allowed, and then make the additional contribution to the employee's account within the
43 State of Michigan 457 plan.

1
2 Section 5. Insurances, Leave Accruals and Service Credits.

3 Retirement service credits, overtime compensation, longevity compensation, step
4 increases, continuous service hours, holiday pay, annual and sick leave accruals will
5 continue as if the employee had received pay for the BLT hours. Premiums, coverage
6 and benefit levels for insurance programs (including LTD) in which the employee is
7 enrolled will not be changed as a result of participation in the Program. Employees shall
8 incur no break in service due to participation in the Program. The Program is not
9 intended to have an effect on the Final Average Compensation calculations under the
10 State's Defined Benefit Plan nor the salary used for employer contribution calculations
11 under the State's Defined Contribution Plan.

12
13 Section 6. Relationship to Voluntary Work Schedule Adjustment (VWSA) Plan A and
14 Voluntary Work Schedule Adjustment (VWSA) Plan C.

15 Before incurring unpaid VWSA Plan A or VWSA Plan C hours, all BLT hours must be
16 exhausted.

17
18 Section 7. Term.

19 The Pay reduction and accrual provisions of this Letter of Understanding shall continue
20 through the end of the pay period of October 22, 2005.

21
22 FOR THE UNION FOR THE EMPLOYER

23 /s/ Charlotte L. Duncil 11/1/04

24 Charlotte L. Duncil

25 President

26 HSS Division, SEIU Local 517M

/s/ Jan F. Miller 11/1/04

Jan F. Miller

Office of the State Employer

27
28 **APPENDIX C-2**

29 **Letter of Understanding—Article 13 - LAYOFF AND RECALL**

30
31 This Letter of Understanding outlines the parties' agreement regarding the rights of
32 Unemployment Agency employees who move to the Employment Service Agency
33 (ESA) on or about July 1, 1999 as the result of a successful bid to provide Wagner-
34 Peyser Act (W-P) employment services in State Workforce Development Board (WDB)
35 areas in accordance with the Discussion Notes and Addendum between the Michigan
36 Jobs Commission (MJC) and the U.S. Department of Labor.

37
38 1. Eligible employees who are included in the staffing component of a successful
39 competitive bid will, as a result of moving to the ESA:

40
41 a) continue to accrue and retain their seniority as outlined in Article 12 of the
42 Human Services Support Unit Collective Bargaining Agreement;

1 provide travel time one way for participating Union representatives and will cover other
2 travel-related expenses.

3

FOR THE EMPLOYER

/s/ William C. Whitbeck 11/10/92

William C. Whitbeck Date

Director, Office of the
State Employer

/s/ Susan O'Doherty 11/10/92

Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 11/10/92

Victoria L. Cook Date

President, Local 31-M,
SEIU, AFL-CIO, CLC

4

5

APPENDIX C-4

6

Letter of Understanding—Article 22 – ECONOMICS

7

8 The parties have discussed a program of long-term care insurance to be offered to
9 bargaining unit employees, their spouses, parents, and parents-in-law. The following
10 provisions apply to this program:

11

12 1. Premiums will be fully paid by employees/enrollees.

13

14 2. Current employees are guaranteed to be eligible for coverage if they enroll during
15 the initial enrollment period. New employees are also guaranteed to be eligible if
16 they enroll during the enrollment period that applies to new hires.

17

18 3. Employees who elect to enroll outside the enrollment period, as well as all spouses,
19 parents, and parents-in-law, are subject to underwriting (i.e., they will be required to
20 answer certain questions about their medical history to determine their eligibility to
21 enroll).

22

23 4. Premiums for active employees will be paid through payroll deduction. Under current
24 IRS tax code provisions, such premiums are to be taken from after-tax income and
25 are not eligible for reimbursement from a medical spending account or other pre-tax
26 reimbursement account.

27

FOR THE EMPLOYER

/s/ Janine M. Winters 1/15/02

Janine M. Winters, Director Date
Office of the State Employer

FOR THE UNION

/s/ Victoria L. Cook 1/8/02

Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02

Susan O'Doherty Date

28

29

APPENDIX C-5

Letter of Understanding—Article 22 – ECONOMICS

Payroll Deductions and Remittance for Educational Trust Fund

The parties recognize that the State may offer state employees the opportunity for payroll deduction in conjunction with individual employees' participation in a program similar to the Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a payroll deduction opportunity for trust fund participants, members of the bargaining unit who are trust fund participants will be offered the opportunity to individually initiate enrollment in such payroll deduction program.

It is understood that initiation and continuation of the payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Should the State determine to alter, amend, or terminate such payroll deduction program, the State will provide the Union advance notice and, upon Union request, meet to review and discuss the reasons for such actions prior to their implementation.

For purposes of administering contractual union security provisions and payroll accounting procedures, it is understood and agreed that such payroll deduction, if and when individually authorized by the employee, will be taken only when the employee has sufficient residual earnings to cover it after deductions for any applicable employee organization membership dues or service fees have been made.

FOR THE EMPLOYER
/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer
/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

FOR THE UNION
/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX C-7

Letter of Understanding—Article 22 Economics Section 3—The State Health Plan

Effective October 12, 2014, see Appendix J-2 for member costs.

The attached rules for network use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

1 The parties have also discussed the fact that there are some state employees who do
2 not live in Michigan. The following are procedures in place for persons living or traveling
3 outside Michigan:

4
5 Members who need medical care when away from Michigan can take advantage of the
6 third party administrator's national PPO program. There is a toll-free number for
7 members to call in order to be directed to the nearest PPO provider. The member is not
8 required to pay the physician or hospital at the time of service if he/she presents the
9 PPO identification card to the network provider.

10
11 If a member is traveling he/she must seek services from a PPO provider. Failure to seek
12 such services from a PPO provider will result in a member being treated as out-of-
13 network unless the member was seeking services as the result of an emergency.

14
15 If a member resides out of state and seeks non-emergency services from a non-PPO
16 provider, he/she will be treated as out-of-network. If there is not adequate access to a
17 PPO provider, exceptions will be handled on a per case basis.

18 19 RULES FOR NETWORK USE

20
21 A member is considered to have access to the network based on the type of services
22 required, if there are:

- 23 • Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- 24 • Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- 25 • Hospital - One hospital within 25 miles.

26
27
28 The distance between the member and provider is the center-point of one zip code to
29 the center-point of the other.

30
31 SHP PPO Member Costs Associated with In-Network or Out-of-Network Use (for
32 eligible employees hired prior to April 1, 2010 and covered by the SHP PPO)

	In-Network	Out-of-Network
Deductible	\$200/Individual \$400/Family	\$500/Individual \$1,000/Family
Effective 1-1-09	\$300/Individual \$600/Family	\$600/Individual \$1,200/Family
Co-Payments Effective 1-1-08	Office Visits \$10 Office Visits \$15 Services 0% Or 10% Emergency 0%	Most Services 10% (See 2. Below)
Effective 10-1-08	Emergency room visit	Emergency room visit

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Preventive Services	\$50 co-pay if not admitted Covered at 100% Limited to \$1,500 per Calendar year per person.	\$50 co-pay if not admitted Not covered
Out-of-Pocket Maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

1
2 NSHP PPO Member Costs Associated within In-Network or Out-of-Network Use (for
3 eligible employees hired on or after April 1, 2010 and covered by the NSHP PPO)
4

	In-Network	Out-of-Network
Deductible	\$400/individual \$800/family	\$800/individual \$1,600/family
Copayments	Office Visits \$20 Services 0% or 10% Emergency \$200 co-pay if not admitted	Most services 20%
Preventive Services	Covered at 100%	Not covered
Out-of-Pocket Maximum	\$1,500/individual \$3,000/family	\$3,000/individual \$6,000/family

- 5
6 1. If a member has access to the network, the member receives benefits at the in-
7 network level when a network provider is used. The member is responsible for the
8 in-network deductible (if any) and co-payment (if any). If a network provider refers
9 the member to an out-of-network SCP the member continues to pay in-network
10 expenses.
11
12 2. If a member has access to the network, the member receives benefits at the out-of-
13 network level when a non-network provider is used. The member is responsible for
14 the out-of-network deductible (if any), and co-payment (if any).
15
16 • If the non-network provider is a Blues' participating provider, the provider will
17 accept the Blues' payment as payment in full. The member is responsible for the
18 out-of-network deductible and co-payment. The member will not, however, be
19 balance billed.
20
21 • If the non-network provider is not a Blues' participating provider, the provider
22 does not accept Blues' payment as payment in full. The member is responsible
23 for the out-of-network deductible and co-payment. The member may also be
24 balance billed by the provider for all amounts in excess of the Blues' approved
25 payment amount.
26

1 When a member has access to the network and chooses to use an out-of-network
2 provider, amounts paid toward the out-of-network deductible, co-payment or out-of-
3 pocket maximum cannot be used to satisfy the in-network deductible, co-payments
4 or out-of-pocket maximum.

- 5
- 6 3. If a member does not have access to the network as provided above, the member
7 will be treated as in-network for all benefits. The member will be responsible for the
8 in-network deductible (if any) and co-payment (if any).
- 9
- 10 4. If a member does not have access to the network but then additional providers join
11 the network so that the member would now be considered in-network, the member
12 will be notified and given a reasonable amount of time in which to seek care from an
13 in-network provider. Care received from a non-network provider after that grace
14 period will be considered out-of-network and the out-of-network deductibles, co-
15 payments and out-of-pocket maximums will apply. If a member is undergoing a
16 course of treatment at the time he becomes in-network, the in-network rules will
17 continue for that course of treatment only pursuant to the PPO Standard Transition
18 Policy. Once the course of treatment has been finished, the member must use an in-
19 network provider or be governed by the out-of-network rules.
- 20

21 If a member is under a course of treatment on January 1, 2003 when the new State
22 Health Plan is implemented, the member will be treated as in-network until the
23 course of treatment is concluded pursuant to the PPO Standard Transition Policy.
24 After that, the level of benefits will be governed by the in/out-of-network rules of the
25 new State Health Plan.

26
27

APPENDIX C-9

SEIU LOCAL 517M HUMAN SERVICES SUPPORT UNIT—Letter of Understanding—Article 5, Section 5

28

29

30

31

32 During negotiations in 2013, the parties agreed the Union would pay to the State of
33 Michigan the amount of \$365 per month during the term of this Agreement as rent for
34 the Union office space currently being used by the Union.

35
36

APPENDIX C-10

SEIU LOCAL 517M HUMAN SERVICES SUPPORT UNIT Letter of Understanding Article 7, Section 3 Grievance Chair

37

38

39

40

41 During negotiations in 2007, the parties agreed to establish a special administrative
42 leave bank in the amount of 2088 hours effective January 1, 2008. This bank shall be
43 for use by a Union official to provide for contract administration activities. The Union

1 shall notify the Employer in writing of the name and department of such official who is
2 entitled to use this bank. In the event that the named Union Representative's absence
3 from the work place would create serious operational problems for the Employer, the
4 parties shall meet in an attempt to resolve the problems. Such resolution may include
5 the designation of an alternative representative by the Union.

6
7 Time from this bank is intended to be used to resolve problems and to further a mature
8 labor-management relationship. It is not intended to be used by the Union official for
9 representation activities in work areas. If the time is used to meet with employees, such
10 employees shall not be on work time.

11
12 Provisions for notice of use of hours from this bank shall be mutually agreed to by the
13 parties. The hours in this bank may only be used within the calendar year in which they
14 are granted and shall not be carried forward from one year to another. This bank shall
15 be renewed annually on a calendar year basis during the term of this agreement.

16
17 For the purpose of seniority accrual, time spent by such employee shall be considered
18 as time worked unless prohibited by applicable legislation. Nothing in this Subsection is
19 intended to limit the time spent in bilateral activities pursuant to Article 8.

20
21 For the Union
22 /s/ Jackie Adams

For the Employer
/s/ Thomas Fredericks

APPENDIX C-13

SEIU LOCAL 517M HUMAN SERVICES SUPPORT UNIT Letter of Understanding **Article 3, Section 5 Contracting Committee**

26
27
28
29 During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M
30 agreed to establish a joint committee for the purpose of reviewing the contracting out of
31 services including CS-138's.

32
33 For the Union
34 /s/ Jackie Adams

For the Employer
/s/ Thomas Fredericks

APPENDIX D-1

Article 22, Section 14. PERSONAL LEAVE DAY

38
39
40 The following principles apply to the crediting of hours for the Personal Leave Day:

- 41
42 1. Full-time employees on payroll on October 1 get 16 hours regardless of anything
43 else.

- 1
- 2 2. Full-time employees not actively at work on October 1 get 16 hours when they return
- 3 from leave of absence or lost time.
- 4
- 5 3. Full-time employees who were laid off on October 1, but subsequently recalled to a
- 6 full-time position have the personal leave grant pro-rated based on the number of
- 7 pay periods remaining in that fiscal year.
- 8
- 9 4. Less than full-time employees get a proportionate personal leave grant based on the
- 10 average hours in pay status during the most recent six biweekly work periods to
- 11 October 1 (including the period which contains October 1 and work periods when not
- 12 in pay status).
- 13
- 14 5. Permanent-intermittent employees who work 80 hours during the pay period which
- 15 includes October 1 are entitled to 16 hours personal leave.
- 16

APPENDIX D-2

HOLIDAY PAY FOR PERMANENT-INTERMITTENT EMPLOYEES

19
20
21 Permanent employees working less than full time shall qualify for paid holiday absence
22 as follows:

- 23
- 24 1. Employees are entitled to a full holiday credit of eight hours if they otherwise have
- 25 been in full pay status for the pay period in which the holiday falls.
- 26
- 27 2. Employees not in full pay status for the pay period in which the holiday falls are
- 28 entitled to proportionate holiday credit based on the average hours in pay status
- 29 during the six biweekly work periods (including work periods when not in pay status)
- 30 preceding the work period in which the holiday occurs.
- 31
- 32 a. Permanent employees not in pay status during the biweekly work period when a
- 33 holiday occurs are entitled to proportionate holiday credit upon return from
- 34 furlough.
- 35
- 36 b. Newly hired employees who have completed less than six biweekly work periods
- 37 are entitled to proportionate holiday credit based on the average hours in pay
- 38 status since appointment.
- 39
- 40

APPENDIX E

SEIU LOCAL 517M HUMAN SERVICES SUPPORT UNIT LETTER OF UNDERSTANDING CONFIRMATION OF DRUG TESTING RESULTS

For informational purposes only, as provided by the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing programs, the drug testing protocol is as follows;

After drug testing is authorized, an employee is transported to a collection site to provide a urine sample. The specimen is sent to a certified laboratory to determine the results. If the initial screening test is positive, the laboratory will run more sophisticated testing using Mass Spectrometry/Gas Chromatography (MS/GC) testing equipment. If the MS/GC testing also reveals a positive test, the employee may elect, at his/her discretion and expense, to have the split sample portion of the sample tested at a different U.S. Department of Health & Human Services (DHHS) certified laboratory, for the presence of any positive findings.

APPENDIX I

HUMAN SERVICES SUPPORT BUMPING POOL PROCEDURES

1. The Employer identifies the number of surplus “S” positions by class/level and by work location who shall be designated as surplus employees to bump or be laid off and places the surplus employees in seniority order. If the Employer intends to lay off out of line seniority pursuant to Article 13, Section 3.B(1), the employee(s) who occupies the certified position(s) identified by the Employer shall not be identified as surplus nor shall she/he be placed in seniority order.
2. A. Identify the number of least senior positions in the Layoff Unit, which do not have a selective or departmental certification, equal to the number of surplus positions.
B. Identify the number of least senior selectively certified positions and/or departmentally certified positions equal to the number of surplus employees eligible to bump into the selectively or departmentally certified positions. In the event a surplussed employee(s) meets the eligibility criteria for more than one certification category, the position(s) identified for inclusion in the bumping pool will be the position(s) occupied by the least senior employee(s) eligible to be bumped by the surplussed employee(s).
C. The employees identified in A, plus the employees identified in B, shall be placed in seniority order and shall be considered the bumping pool, “A”.

- 1 3. Identify the most senior surplus employee and review his/her predesignated Work
2 Location Preference Form.
3
- 4 4. Identify what the most senior employee has designated as the preferred work
5 locations in priority order.
6
- 7 5. In accordance with the provisions of Article 13, the Employer will bump the most
8 senior "S" employee to the first designated preferred position in the Pool if there is a
9 less senior employee occupying a position in a class/level that the surplus employee
10 is eligible to bump. If no available work location with a less senior employee in the
11 Bumping Pool is selected, the most senior "S" employee is laid off.
12
- 13 6. Identify the next most senior "S" employee and repeat Steps 3, 4, and 5 until all "S"
14 employees outside the Bumping Pool have been allowed to exercise their bumping
15 preference in seniority order.
16
- 17 7. If one or more employees in the Bumping Pool have not been surplussed or
18 bumped, the Employer will then identify and place in seniority order employees in
19 the Pool who have been surplussed or bumped. The Employer shall then repeat
20 Steps 4 and 5 until all of the more senior affected employees have been given an
21 opportunity to bump into an available less senior Pool position.
22
- 23 8. An employee eligible for certified positions retains the right to bump into certified
24 positions based on his/her eligibility criteria, seniority, and bumping preferences, and
25 into non-certified positions based on his/her seniority and bumping preferences.
26
27
28

APPENDIX J

Article 22 - STATE HEALTH PLAN - PPO BENEFIT CHART

Appendix J remains in effect for eligible employees hired prior to April 1, 2010 and covered by the State Health Plan PPO.

	State Health Plan (PPO)	
	In-Network	Out-of-Network
PREVENTIVE SERVICES - Limited to \$1,500 per calendar year per person		
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100%	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered
PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT		
Mammography Screening for standard film. covers digital up to standard film rate	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered 100%	Covered-90% after deductible
	Beginning at age 50; One every 10 years.	
Childhood Immunizations (effective Jan. 1, 2006)	Covered 100% for children through age 16	Covered-90% after deductible
Physician Office Services		
Office Visits Effective 10-1-08:	Covered - \$10 copay Covered - \$15 copay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations Effective 10-1-08:	Covered - \$10 copay Covered - \$15 copay	Covered - 90% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule Effective 10-1-08:	Covered 100% for emergency medical illness or accidental injury Covered 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered 100% for emergency medical illness or accidental injury Covered 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury

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Ambulance Services - medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered – 100% after deductible Unlimited Days	Covered – 90% after deductible Unlimited Days
Inpatient Consultations	Covered – 100% after deductible	Covered – 90% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 100% after in network deductible	Covered – 100% after in network deductible
	730 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	
Surgical Services		
Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered – 100% after deductible in designated facilities only	Covered – 100% after deductible in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the TPA - specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible
Mental Health Care and Substance Abuse - Covered under non-BCBSM contract		
Inpatient Mental Health	100% to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only

Agreement Between
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1

Other Services		
Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation Effective 10-1-08:	Covered – \$10 COPAY Covered – \$15 COPAY	Covered – 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered – 100% after deductible	Covered – 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 90% after deductible
	Up to a combined maximum of 90 visits per calendar year	
Durable Medical Equipment	Covered 100%	Covered 80% of approved charges
Other Services		
Prosthetic and Orthotic Appliances	Covered 100%	Covered 80% of approved charges
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program Effective 10-1-08:	\$10 office visits; more frequent than 36 months if standards met. \$15 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	
Deductible, Copays and Dollar Maximums		
Deductible Effective 1-1-09:	\$200 per member; \$400 per family \$300 per member; \$600 per family	\$500 per member; \$1,000 per family \$600 per member; \$1,200 per family
Copays - Fixed Dollar Copays - Do not apply toward deductible Effective 10-1-08:	\$10 for office visits/consultations, chiropractic \$15 for office visits/consultations, chiropractic	
- Percent Copays - MH/SA copays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MH/SA outpatient, and private duty nursing	10% for most services; MH/SA at 50%
Annual Dollar Maximums - Fixed Dollar Copays - Do not apply toward out-of-pocket maximum - Percent Copays - MH/SA and private duty nursing copays do not apply toward out-of-pocket maximum	N/A \$1,000 per member; \$2,000 per family	None \$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

APPENDIX J-1

Appendix J-1 remains in effect for eligible employees hired on or after April 1, 2010 and covered by the New State Health Plan PPO or New HMO Plan.

Preventive Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100% after \$20 office visit co-payment
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Well-baby and child care	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100% after \$20 office visit co-payment
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) ¹	Covered 100%	Covered 80% after deductible	Check with HMO
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100% after \$20 office visit co-payment

¹ American Cancer Society guidelines apply

Physician Office Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay, deductible not applicable	Covered 80% after deductible	\$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	\$20 co-pay

Emergency Medical Care

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	\$200 co-pay if not admitted		\$200 co-pay if not admitted
Ambulance services – medically necessary	Covered 90% after deductible		Covered 100%

Diagnostic Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Maternity Services

Includes care by a certified nurse midwife (New State Health Plan PPO only)

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Prenatal and postnatal care	Covered 90% after deductible	Covered 80% deductible	Office Visit \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% deductible	Covered 100%

Hospital Care

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Alternatives to Hospital Care

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100%
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100%
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

Surgical Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO

Human Organ Transplants

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% in designated facilities

Organ and Tissue Transplants

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% subject to medical criteria

Other Services

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Allergy testing and injections	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay Injections: Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay Injections: Covered 100%

Agreement Between
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Chiropractic/spinal manipulation	\$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO
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Other Services continued...

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Durable medical equipment Support Program	Covered 100%	Covered 80% of approved amount	Covered
Prosthetic and orthotic appliances -Support Program	Covered 100%	Covered 80% of approved amount	Covered
Private duty nursing	Covered 80% after deductible		Covered
Wig, wig stand, Adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	\$20 co-pay for office visit	Covered 80%after deductible	Check with your HMO

Mental Health/Substance Abuse

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits - Inpatient	Covered 100% up to 365 days per year ²	Covered 50% up to 365 days per year	Check with your HMO
Mental Health Benefits - Outpatient	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits - Inpatient	Covered 100% ³ Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁴	\$3,500 per calendar year 50% of network rates	Check with your HMO

² Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

³ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁴ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

Prescription Drugs

Prescription medications for the New State Health Plan PPO are covered under the Participating Pharmacy ID Card Plan administered by BCBSM.

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply.

Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit BCBSM website at <http://www.bcbsm.com/som> or contact BCBSM at (800) 843-4876. The preferred/non-preferred list of drugs is updated periodically as new drugs are added.

The chart below shows the NSHP and NHMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

Outpatient Physical, Speech, and Occupational Therapy

Combined maximum of 90 visits per calendar year.

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Office visit: \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Office visit: \$20 co-pay

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Deductible	\$400 per member \$800 per family	\$800 per member \$1,600 per family	None
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁵	\$1,500 per member \$3,000 per family	\$3,000 per member \$6,000 per family	None

⁵ The out-of-pocket limit does not apply to deductibles, fixed dollar co-payments, or private duty nursing co-payments.

Premium Sharing

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15% ⁶	85% ⁶

⁶ The State will pay up to 85% of the applicable NHMO total premium, capped at the dollar amount which the State pays for the same coverage code under the NSHP-PPO.

APPENDIX J-2

Effective October 12, 2014 this Appendix applies to all eligible employees regardless of the date of hire and replaces Appendix J and Appendix J-1.

Preventive Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100%
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100%
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100%
Well-baby and child care	Covered 100%	Not Covered	Covered 100%
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100%
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100%
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) ¹	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

¹ American Cancer Society guidelines apply

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Physician Office Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

Emergency Medical Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	Covered, \$200 co-pay if not admitted		Covered, \$200 co-pay if not admitted
Ambulance services – medically necessary	Covered, 90% after deductible		Covered, 100% after deductible

Diagnostic Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Maternity Services Includes care by a certified nurse midwife (State Health Plan PPO only)	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Prenatal care	Covered 100%	Covered 80% after deductible	Covered 100%
Postnatal care	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% after deductible Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Alternatives to Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100% after deductible
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100% after deductible
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

Surgical Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Female Voluntary sterilization	Covered 100%	Covered 80% after deductible	Covered 100%

Human Organ and Tissue Transplants	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% after deductible in designated facilities
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities

Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria
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Other Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Allergy testing and therapy (non-injection)	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible.
Allergy injections	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay. Injections: Covered 100%
Autism-Spectrum Disorder Applied Behavioral Analysis (ABA) treatment	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible
Chiropractic/spinal manipulation	Covered, \$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO
Durable medical equipment	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Prosthetic and orthotic appliances	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Private duty nursing	Covered 80% after deductible		Check with your HMO
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	Covered, \$20 co-pay	Covered 80% after deductible	Check with your HMO

Mental Health/Substance Abuse	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits - Inpatient	Covered 100% up to 365 days per year ²	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – Outpatient	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits – Inpatient	Covered 100% ³ Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁴	\$3,500 per calendar year 50% of network rates	Check with your HMO

² Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

³ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁴ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

Prescription Drugs

Prescription medications for the State Health Plan PPO are carved out and administered by a Pharmacy Benefit Manager (PBM).

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit the Civil Service Commission Employee Benefits Division website at <http://www.michigan.gov/employeebenefits> and select Benefit Plan Administrators.

The chart below shows the SHP and HMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

Agreement Between
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Outpatient Physical, Speech, and Occupational Therapy Combined maximum of 90 visits per calendar year.	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible ⁵	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁶	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

⁵ Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each October with the start of the new plan year.

⁶ Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year, prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

Premium Sharing	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15%	85% ⁷

⁷ The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the State pays for the same coverage code under the SHP-PPO.

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LETTER OF AGREEMENT

SEIU 517M, Human Services Support Unit And State of Michigan, Office of the State Employer Article 16, Section 5. Annual Leave Donations

The parties agree that having a uniform process for donation and receipt of annual leave across State government would increase efficiency and understanding of the procedure.

Following approval of this Agreement, the parties agree to address this issue in the Labor/Management Health Care Committee forum(s) to attempt to remove inconsistencies in the processes and draft a uniform procedure.

Proper subjects to be addressed at this meeting include, but are not limited to:

- Conditions under which leave can be received and
- Conditions under which leave can be donated, and
- The procedure for making such a request.

Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

LETTER OF UNDERSTANDING

Joint Healthcare Committee

During the 2011 negotiations, the parties discussed the mutual goal of designing and implementing health care plans, including ancillary plans, that effectively manage costs and that work to keep members healthy. To that end, the Employer and the Unions will convene a Joint Healthcare Committee (the "Committee") whose charges will include, but not be limited to:

- 1 a. Analysis of current plan performance identifying opportunities for improvement;
- 2
- 3 b. Investigate potential savings opportunities from re-contracting pharmacy or other
- 4 carrier contracts;
- 5
- 6 c. Review the current specialty pharmacy program and identify best-in-class specialty
- 7 programs to use as a benchmark;
- 8
- 9 d. Analyze current HMO plans to determine if they are a cost-effective means of
- 10 providing high quality health care;
- 11
- 12 e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- 13
- 14 f. Identify opportunities for cost-containment programs and carve out programs;
- 15
- 16 g. Investigate opportunities to save costs by modifying or otherwise limiting medical,
- 17 professional and pharmacy networks;
- 18
- 19 h. Review current chronic care management programs to determine effectiveness as
- 20 well as ongoing member compliance;
- 21
- 22 i. Investigate work place health and wellness programs and make recommendations
- 23 with the goal of educating and motivating employees toward improved health and
- 24 wellbeing;
- 25
- 26 j. Make recommendations to increase voluntary participation in health and wellness
- 27 screenings and benefits included in current health plans;
- 28
- 29 k. Identify educational opportunities relative to facility and professional provider quality
- 30 data, as well as designated centers of excellence.

31
32 As mutually agreed by the parties, independent subject matter experts and consultants
33 may be called upon to assist the Committee in carrying out their charges.

34
35 Within 30 days of the effective date of the Agreement, each union shall appoint a
36 representative to serve on the Committee and the Employer shall designate up to four
37 representatives. The Committee will be jointly chaired by a representative designated by
38 OSE and a representative designated by the Unions.

39
40 Monthly meetings of the Committee shall be scheduled with the first being held no later
41 than 45 days following the effective date of the Agreement.

LETTER OF UNDERSTANDING

NEOGOV

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2
3
4 During the course of negotiations in 2011, the parties discussed the changes in
5 technology related to the hiring process; specifically the NEOGOV system. The parties
6 have agreed to explore the use of this technology for mutually beneficial opportunities in
7 order to streamline the transfer request process. Any changes that would modify the
8 Collective Bargaining Agreement would be implemented in a separate Letter of
9 Understanding that would be submitted to the Civil Service Commission for approval.
10

LETTER OF UNDERSTANDING

New Solutions Committee

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15 During the 2011 negotiations, the parties discussed the role of labor management
16 cooperation and collaboration in providing more efficient delivery of services to the
17 citizens of Michigan. The parties recognize that the efficient delivery of services to the
18 public should be mindful of the cost effectiveness, quality of delivery, accountability and
19 public interest. The discussion encompassed the Unions' New Solutions Report, which
20 encourages all stakeholders to work together in an open dialogue manner to achieve
21 best in class public service.
22

23 The parties agreed to approach the New Solutions Report jointly with the goal of
24 facilitating the development of positive programs relative to the effective use of
25 resources. Such effective use of resources may include self-directed work teams or
26 other empowerment initiatives as agreed by the parties to provide front line workers with
27 the support needed to effectively perform their jobs.
28

29 The parties recognize that Lean Optimization can be a valuable tool in achieving the
30 effective use of resources. Lean Optimization has the simple goal of helping state
31 government work better for both its customers and its employees. Lean practices rely
32 on joint participation between employees and management at all levels within the State.
33 World class service cannot occur without such employee involvement.
34

35 Within sixty (60) days of the effective date of the Collective Bargaining Agreement, a
36 New Solutions Committee will be established to explore innovative solutions to deliver
37 better customer service and pursue better value from those who deliver the services.
38 Each of the Coalition Unions may designate two (2) representatives to meet with the
39 Office of the State Employer. Representatives from the Departments and/or the Civil
40 Service Commission may participate as needed. The Committee will determine the
41 meeting schedule and agenda. The parties agree on the value of utilizing outside
42 independent facilitators trained in business lean practices and will explore funding
43 alternatives to engage mutually agreed upon lean consultants.

LETTER OF UNDERSTANDING

Article 22, Section 22 - Meal and Travel Reimbursement

During the negotiations in 2013 the parties discussed the requirement to attach the receipt for any reimbursed meal to the request for travel reimbursement for actual expenses up to the maximum reimbursable rate as provided in Article 22, Section 22.

The Employer and Union agree to implement a pilot program to suspend the requirement to attach meal receipts to such requests. Since travel reimbursement is subject to departmental review, it remains the employee's responsibility to maintain supporting documentation of actual meal expenses incurred for which reimbursement from the Department was received.

The pilot program will continue for the duration of the Agreement unless the Office of the State Employer identifies problems that cannot be resolved after meeting with the Union. The Employer reserves the right to reinstate the requirement for receipts at any time during the pilot program if the parties fail to resolve any identified problems.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Article 4 - Dues Deduction and Voluntary Representation Fee

During 2013 negotiations, the parties recognized that challenges have been made to the application of Public Act 349 of 2012, the public sector "Right to Work" law, to employees in the classified service. The parties also recognize that challenges have been made to the overall legality of Public Act 349. This contract amends Article 4 consistent with Public Act 349.

If Public Act 349 is held to be unconstitutional, repealed or in any way modified by a state or federal court of final jurisdiction, the language in Article 4 of this contract shall revert to the language of Article 4 of the 2011-2013 contract.

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