

## **ARTICLE 23**

### **Miscellaneous**

#### **Section 1. Effect of Agreement on Civil Service Rules.**

The parties recognize that this Agreement is subject to the Rules of the Civil Service Commission and the Civil Service Compensation Plan. The parties therefore adopt and incorporate herein such Rules and implementing documents and provisions of the Compensation Plan as they existed on the effective date of this Agreement which address wages, hours, terms and conditions of employment that are mandatory subjects of bargaining as defined by the Civil Service Rules and Regulations, provided that the subject matter of such Rules and Compensation Plan is not covered in this Agreement.

If the subject matter of any such Rule or provision of the Compensation Plan regarding a proper subject of bargaining is addressed in this Agreement, the provisions of this Agreement shall govern entirely.

Except as otherwise provided in the Civil Service Rules and Regulations, where any provision of this Agreement is in conflict with any Commission Rule or Provision of the Compensation Plan regarding a proper subject of bargaining, the parties will regard Commission approval of this Agreement, without exception, as an expression of policy by the Commission that the parties are to be governed by the provisions of this Agreement.

#### **Section 2. Non-Discrimination.**

The Employer and the Union recognize their respective responsibilities under and support federal, state and local laws relating to fair employment practices. The Employer and the Union recognize the principles involved in the area of civil rights and equal employment opportunity. The Employer and the Union hereby affirm in this Agreement their commitment to continue their policy against all forms of illegal discrimination including discrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. In addition, the Employer and the Union agree not to discriminate on the basis of sexual orientation.

There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union membership or non-membership or activity or because of any activity protected by the Employee Relations Policy or permitted by this Agreement. However, claims of disciplinary action based upon such discrimination, interference, restraint or coercion shall be appealable either under the Grievance Procedure of this Agreement or applicable Civil Service Rules, but not both.

Employees shall be protected from reprisal for the lawful disclosure of the violation of law, rule or regulation or mismanagement or abuse of authority.

Problems or questions regarding discrimination shall be subjects of Labor-Management meetings.

**Section 3. Wage Assignments and Garnishments.**

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

**Section 4. Sexual Harassment.**

No employee shall be subjected to sexual harassment in the course of employment. Sexual harassment means unwanted conduct or communication of a sexual nature which adversely affects the person's employment relationship or working environment.

**Section 5. Polygraph Tests.**

No employee shall be required to take a polygraph examination, and no disciplinary action shall be taken against any employee for refusing to take a polygraph examination.

However, if any employee consents to a polygraph examination, the results of that examination may not be used or offered in any judicial or quasi-judicial proceeding (other than grievance-arbitration proceedings under this Agreement) unless required by court order.

**Section 6. Work Rules.**

The Employer reserves the right to promulgate and enforce work rules. Any such work rule which is in conflict with the specific written terms of this Agreement shall be null and void. As existing work rules, policies and regulations are reduced to writing, copies will be forwarded to the Union and to the Office of State Employer.

- A. The Union shall be provided a copy of the proposed issuance ten (10) calendar days prior to its intended implementation date.
- B. The Union shall be entitled to offer any comments or suggested modifications it desires to the issuance prior to its implementation.
- C. The provisions of A and B of this Section shall not be applicable during periods of emergency; provided, however, that the Union shall be advised by the Employer of the reason for the emergency.
- D. No Appointing Authority may promulgate and/or implement any work rules which contradict the provisions of this Agreement. Work rules developed after the effective date of this Agreement shall not be enforceable unless promulgated in accordance with the provisions of this section.

Nothing in this Agreement shall operate to restrict any operating unit of the Employer from establishing work rules, provided the provisions of this Section have been observed.

Any grievance pertaining to a work rule shall be limited to a claim that the application of a particular work rule violates a specific written provision of this Agreement.

Work rules promulgated by the Department of Community Health will be applied on a Department-wide basis.

### **Section 7. Notice of Examination.**

The Employer agrees to post or make available notices of examinations for classifications within the representation unit, and supply at least one copy of such notices to the Union, if not previously provided.

If a Civil Service examination is only given during an employee's regular work hours and the examination can not be taken on a rescheduled basis within four weeks of its originally scheduled date, upon written request, the employee will be granted time off to take the examination without loss of pay provided:

- A. The employee provides the maximum possible advance notice to the Employer;
- B. Such absence does not substantially interfere with the Employer's operations at the employee's work location.

Such requests shall not be unreasonably denied.

### **Section 8. In-Service Training.**

The Employer recognizes that it has the obligation to determine training needs. Training may take the form of either on-the-job or formalized training. The Employer will, with available funds, provide sufficient training, to enable Technical Unit employees to effectively deal with circumstances normally met on the job. Such obligation may be discussed in labor-management meetings.

Where the employer requires an employee to attend training, the employer will either provide the training or pay for the training. Employees directed to attend job training shall do so as a job duty and the employee shall be in pay status while attending and traveling to/from such training. Expenses incurred by an employee while attending such training shall be reimbursed in accordance with the applicable travel regulations. In furnishing information to employees, handbooks, summaries and other suitable formats may be used.

### **Section 9. Printing Agreement.**

The Employer shall be responsible for the cost and providing of its own copies of this Agreement. The Employer and Union shall jointly proof this Agreement against the tentative Agreement ratified by the parties and approved by the Civil Service

Commission and shall agree upon a cover color and format prior to final printing and distribution. The Union shall be responsible for the cost and providing of its own copies, and copies to be provided to employees in the Bargaining Unit; the Employer shall be responsible for providing copies to supervisors of such employees. Copies of this Agreement shall be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this Agreement.

#### **Section 10. Secondary Negotiations and Agreements.**

There may be secondary negotiations only as specifically provided by the provisions of this Agreement and/or as defined by and provided for in the Employee Relations Policy Rule, and decisions issued pursuant to that policy.

No provisions of any secondary agreements shall supersede or conflict with any provisions of the primary Agreement and no secondary agreement shall become effective until and unless it has been reviewed and approved by the Union, the Office of the State Employer, and the Civil Service Commission.

Upon the request of either party to commence secondary negotiations, said negotiations shall begin. All secondary negotiations shall be concluded within ninety (90) calendar days after the effective date of this Agreement.

#### **Section 11. Damage, Theft and/or Loss of Personal Effects.**

The Employer or insurance carrier will reimburse the employee for the cost of repairing or replacing personal effects (possessions owned by the employee) including motor vehicles damaged, stolen or lost while the employee is in the line of duty, in accordance with applicable laws and/or regulations of the State Administrative Board (Chapter 9, Section 2 of the Department of Management and Budget Administrative manual) in effect on the effective date of this Agreement, or as subsequently altered as to allowable maximum dollar amount.

#### **Section 12. Space for Personal Effects.**

Within budgetary and space limitations, the Employer will provide secure storage space for wearing apparel and personal property of an employee. The Employer shall be held harmless for the loss or theft of any apparel or property which the employee may suffer as a result of such storage space.

#### **Section 13. Tools and Equipment.**

The Employer agrees that when tools and equipment are furnished by the Employer they shall be in safe working condition, and they shall be maintained by the employee in such condition. Employees shall not use such tools and equipment for personal use except as expressly authorized by management.

All items provided above remain the property of the Employer. Upon separation, all items, other than those worn out through normal use, must be returned (or paid for) by the employee before the final paycheck will be issued.

**Section 14. Legal Services.**

Whenever any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall as a condition of employment, pay for or engage or, at its option, furnish the services of an attorney to advise the employee and to appear for and represent the employee in the action. No such legal services shall be required in connection with prosecution of a criminal suit against an employee. Nothing in this Section shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.

Payment of any judgment rendered against an employee for actions engaged in by the employee in accordance with the above-cited provisions shall be in accordance with established practice.

**Section 15. Jury Duty.**

Employees are entitled to Administrative Leave with pay for days on which the employee is serving on jury duty or is under subpoena as a result of work performed on behalf of the Employer. To be eligible for Administrative Leave with pay for such duty the employee must reimburse the Department any compensation, excluding court paid travel expenses, received from the court during the period of absence.

Employees must report to work if released by the court when they will have at least two (2) hours of the employee's shift remaining when they arrive at the work site. Employees may keep jury duty compensation by charging the period of absence to either annual leave or lost time.

**Section 16. Union Presentations.**

A designated steward or representative will have an opportunity to make a presentation to new employees within one (1) week of employment. Such presentation shall not exceed a time period of one-half (½) hour.

**Section 17. Supplemental Employment.**

Employees shall be permitted to engage in supplemental employment under the following conditions:

- A. The supplemental employment must in no way conflict or interfere with State employment, and
- B. The supplemental employment must not present a conflict of interest as defined by Civil Service Rules and implementing procedures, and
- C. The employee must secure the written approval of the Departmental Employer in accordance with Civil Service Rules.

Should the Employer believe that an employee's supplemental employment interferes with State employment or is not in accordance with this Agreement, the employee shall be given reasonable time to promptly terminate the supplemental employment before the imposition of disciplinary action.

### **Section 18. Child Care.**

The subject of day care and an information and referral service to assist employees in locating quality child care may be discussed at a statewide labor-management meeting (Article 15, Section 5).

### **Section 19. Commercial Drivers License.**

As a result of recent Federal statutory requirements, the State of Michigan enacted Act 346 of 1988. The parties agree that as a result of these statutory requirements some employees within the Technical Bargaining Unit may be required to obtain and retain a Commercial Drivers License (CDL) to continue to perform certain duties for the State.

Whenever a CDL is referred to in this Section, it is understood to mean the CDL and any required endorsements.

In order to implement this provision, the parties agree to the following:

- A. The Employer will reimburse the cost of obtaining and renewing the required CDL group license and endorsements for those employees in positions where such license and endorsements are required.
- B. The Employer will reimburse, on a one time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate state vehicle.
- C. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.
- D. Employees reassigned to a position requiring a CDL shall be eligible for reimbursement and administrative leave in accordance with paragraphs 1, 2, and 3 of this Section.
- E. Employees desiring to transfer, promote, bump or be recalled to a position requiring a CDL are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for reimbursement for renewals.
- F. Employees who fail to obtain, or retain, a CDL may be subject to removal from their positions. Employees who fail required tests may seek a 90 day extension of their current license, during which the Employer will retain the employee in his or her

current or equivalent position. The Employer shall not be responsible for any fees associated with such extensions.

At the end of the 90 day extension, if the employee fails to pass all required tests, the employee may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee is qualified, or, if no position is available the employee will be laid off without bumping rights and will be placed on the Departmental Recall List, subject to recall in accordance with this Agreement.

Those employees not choosing to extend their license for the 90 day period will be removed from their positions at the expiration of their current license and may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee qualifies, or if no position is available, he or she will be laid off without bumping rights and will be placed on the Departmental Recall list.

- G. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the medical "Examiners Certificate" shall be placed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination. The fitness standards for a CDL are unchanged from current Federal Department of Transportation Standards and Michigan Motor Carrier Standards.
- H. Employees who do not meet the required physical standards but who are otherwise qualified for a CDL may apply for a waiver to the Motor Carrier Appeal Board.
- I. Those employees employed by the State as intra-state drivers prior to June 10, 1984 shall be grandparented into the process and thereby be exempt from the medical certification requirement.