

Article 22 MISCELLANEOUS

Section A. Wage Assignments and Garnishments.

The Employer will not impose disciplinary/counseling action against an employee for any wage assignments or garnishments. Where possible, the employee shall be given advance notice of garnishments and details therein.

The Employer may recover over-compensation (including expense reimbursements) from Bargaining Unit employees in accordance with the Civil Service Rules and Regulations.

Section B. Rehabilitation and Disability Management.

In accordance with the principles of the State Employee Services Program, the Employer shall advise employees relative to counseling and other reasonable or appropriate rehabilitation services available to employees where necessary. When such referral is made, the employee shall continue to be responsible for complying with a reasonable employer request to furnish acceptable medical certification of mental and/or physical fitness to continue to work.

The parties agree Disability Management programs may require changes in some of the provisions of this Agreement. The parties agree to meet and engage in discussions about mutual concerns of the Union and the Employer regarding issues associated with such proposed changes. The parties therefore agree that upon mutual agreement they may reopen negotiations on some of these provisions following these meetings.

Section C. Notice of Examination.

The Employer agrees to post or make available notices of examinations for classifications within the Bargaining Unit, when provided by the Department of Civil Service, and supply at least one copy of such notices to the Union, if not previously provided.

Section D. In-Service Training.

Policies, work rules and regulations concerning conduct and performance shall be available to employees. The Employer shall make a reasonable effort to provide training, review, and the furnishing of necessary copies of such information to employees. In furnishing information to employees, handbooks, summaries and other suitable formats may be used. Management will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. The Department of Corrections obligation to ameliorate any substantial adverse impact upon high seniority employees

caused by statutory and Civil Service Commission-approved certification standards shall be subject to secondary negotiations.

The parties agree to continue their Letter of Understanding regarding commercial driver licenses, which appears as Letter of Understanding #3 in this Agreement.

The parties agree to establish a joint labor-management Forensic Training Committee (FTC) consisting of three representatives designated by the Union and three representatives designated by the Department of Community Health. The parties shall each make a good faith effort to appoint at least one member who has professional training or employment responsibilities in the area of occupational education and training.

The FTC shall meet at least quarterly at mutually agreeable times and places. An agenda shall be established in advance of each meeting. Minutes will be prepared by the Department for each meeting, and a copy supplied to all FTC members. Meetings shall be open to such other representatives of the parties as the committee members deem appropriate. Committee members appointed by the Union shall be permitted time off from the job without loss of pay for necessary travel to and from, and attendance at, scheduled committee meetings.

The charge to the committee shall be to collect and review information on forensic psychiatric programs, such as: the nature and structure of the workforce; the educational and work experience requirements for employees who are performing substantially similar job functions as Michigan's Forensic Security Assistant; the statutory or other legal bases upon which these job requirements are predicated; the identification of knowledge, skills and abilities which are most frequently required of Forensic Security Assistant counterparts; the identification and description of training programs currently being conducted for Forensic Security Assistant counterparts; the identification and description of areas in which the qualifications and training of Michigan's Forensic Security Assistants may be enhanced.

The committee shall make recommendations as needed and submit a status report to the Director of Community Health, in January of each year.

Section E. Printing Agreement.

The Employer shall be responsible for the cost of its own copies of this Agreement and copies for supervisors. The Employer and Union shall jointly proof this Agreement against the tentative Agreement ratified by the parties and shall agree upon a common cover color and format prior to final printing and distribution. The Union shall be responsible for the cost of its own copies and

copies to be provided to employees in the Bargaining Unit. 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. Printing costs shall be proportionately shared between the parties.

Notwithstanding the paragraph above, employing departments shall be responsible for the cost of printing a number of Security Unit contracts sufficient to provide one copy for each employee who is or becomes employed in the Security Unit. The Employer expressly reserves the right, after agreeing upon color and format, to obtain printed copies in the most cost-effective manner possible. However, the Employer assumes no responsibility for the distribution of such contract copies to members of the Bargaining Unit.

Section F. Effect of Civil Service Commission Rules and Compensation Plan.

The parties recognize that they are subject to the Civil Service Rules and Compensation Plan of the Michigan Civil Service Commission. The parties therefore adopt and incorporate herein such Rules (excluding rules governing prohibited subjects of bargaining) and provisions of the Compensation Plan as they exist on the effective date of this Agreement, provided that the subject matter of such Rules and Compensation Plan is not covered in the 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.

Where any provision of this Agreement is in conflict with any current 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. If required by the Commission to do so, the parties agree to jointly petition the Commission to amend the application of any Rule or provision of the Compensation Plan which it determines to be in conflict with the application of the provisions of this Agreement. Upon approval of the parties' petition, if any, by the Commission, the parties will be governed by the provisions of this Agreement. In the event the Commission denies the parties' petition, the current Rule(s) and/or Compensation Plan shall govern.

Section G. Savings Clause.

Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, including the Michigan Civil Service Commission, such invalidation of such part

or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree that if such part or provision is invalidated, they will meet as expeditiously as possible to determine what effect, if any, such invalidation has on the terms and conditions of employment in this Unit which are the subject of this Agreement and negotiate a mutually satisfactory replacement for such part or provision.

Section H. Constitutional Change.

The parties recognize that a constitutionally mandated change may alter the Collective Bargaining framework under which this Agreement was reached. In such an event, either party may submit proposals for negotiation of those issues which may be affected in accordance with such altered framework.

Section I. Uniforms.

1. Department of Corrections. In the Department of Corrections, where the Employer requires the employee to wear a uniform or special clothing, the Employer will furnish such clothing, which shall be worn in accordance with the uniform policy.

If a full uniform issue cannot be furnished to the employee, compatible clothing may be worn on duty. Existing uniform supplies will be used prior to the issuance of the new clothing items. Non-dangerous Union insignia, such as pocket protectors and affiliation lapel pins, may be worn with uniforms.

Management specifically reserves the right to determine for which classes of employees, and at which facilities within the Correctional Facilities Administration and, if any, within the Field Operations Administration, the uniform shall be required. However, in exercising such right, the Department of Corrections shall not withdraw the uniform issuance and wearing requirements from any employee whom it has been determined shall be subject to such requirements, including Bargaining Unit employees in the Community Corrections Centers, resident home programs and work crew positions, except upon the agreement of the Union.

- a. The quantity, minimum quality standards, and replacement frequency of uniform distribution shall be subject to secondary negotiations at the request of either party.
- b. The Department of Corrections shall maintain its current uniform policy for the life of this Agreement, except that the Department shall have the

right, upon reasonable notice to the Union and review by the Standing Uniform Advisory Committee, and without an obligation to negotiate, to prescribe the uniform, the circumstances under which the various uniform items must be worn, and to determine what apparel items are included in and/or compatible with the prescribed uniform, provided that such determinations do not create an unsafe working condition not inherent in a correctional setting.

- c. Standing Uniform Advisory Committee - A standing uniform advisory committee is hereby continued, consisting of three representatives designated by the Department, and three representatives designated by the Union. The Chair of the committee shall be alternated between the Department and the Union in one-year terms (January - December), with the Department assuming the Chair for the first term. The committee shall meet on a quarterly basis, and more frequently at the call of the Chair. The expenses of the members shall be the responsibility of the parties respectively, except that administrative leave shall be granted to the Union's representatives to cover reasonable and necessary travel time and attendance at committee meetings.

The purpose of the committee shall be to initiate, receive, consider and advise the department on various issues related to the uniform and its components including, but not limited to, suggested or proposed changes in the department's uniform policy; deviations and/or exceptions to the wearing requirements authorized at the facility or institution level; components to be added to, substituted for, or deleted from the standard uniform issuance; and, the style, safety and functional features of the uniform and its components.

It is not the intent of the parties to diminish the right of the Union to grieve management decisions which have the effect of creating an unsafe working condition which is not inherent in a correctional setting.

- d. Dry Cleaning/Laundry and Tailoring - Each employee required to wear the uniform will be entitled to an allowance of \$250.00 per year to cover dry cleaning, laundering and tailoring expenses of the uniform, as well as compatible footwear expenses as provided in Subsection e. below.

In addition, Bargaining Unit members who are classified as either Corrections Security Representatives or as Corrections Resident

Representatives shall be eligible for the \$250.00 per year cleaning allowance provided in this Subsection.

Effective October 1, 2005, this allowance shall increase to \$575.00. FSAs not currently receiving the allowance shall receive an allowance of \$325.00.

The allowance will be paid by the second pay period in October prorated by the number of full pay periods the employee is in pay status in this Bargaining Unit during the previous Fiscal Year. The current practice of excluding from pay status a pay period during which the employee was on workers' compensation for the entire time may continue.

While the normal replacement schedule frequency for various components of the prescribed uniform is subject to the determination of the Department, working through the Standing Uniform Advisory Committee, items that are unwearable due to normal wear and tear will be replaced on an as-needed, case-by-case basis. Damage to garments caused by breaking up fights, etc., will be replaced or paid for by the Employer.

- e. Shoe/Boot Reimbursement - If the Department of Corrections is unable to provide the employee with the pair of shoes/boots in his/her correct size, the Department will reimburse the employee for his/her purchase of the correct size pair of shoes/boots which conforms to the Department's standards and policy as determined by the Standing Uniform Advisory Committee. Such reimbursement shall not be more frequent than once per fiscal year, nor in an amount greater than the price (plus tax) contained on the receipt furnished to the Department by the employee, not to exceed eighty dollars (\$80.00). Alternatively, an employee will be reimbursed for up to \$160.00 for a pair of boots every two fiscal years under the above conditions. The employee who opts to wear compatible non-state issued footwear shall not be entitled to the reimbursement.
2. Department of Community Health. The parties agree such uniform allowance shall continue to be applicable to Bargaining Unit employees at the Center for Forensic Psychiatry who have been issued uniforms. The provision of, quantity and replacement schedule for each component of the uniform shall be subject to secondary negotiations and, if such negotiations occur, the subject of a uniform committee and its purpose, and the allowance may also be addressed.

3. Style & Safety Features. Both MCO and the Employer agree that the intent of this Section is to promote a professional appearing employee and both agree that it is the sole responsibility of the Employer to enforce its uniform policy.

Section J. Eating Areas.

The Employer shall provide eating areas, separated from employees' normal areas of work, wherever possible.

Section K. Representation in Civil Litigation.

Whenever any claim is made or any Civil action is commenced against any employee alleging negligence or other actionable conduct arising out of the employee's state employment, 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 Employer (in cooperation with the Attorney General) shall, at its option, pay for or engage or furnish the services of an attorney to advise the employee as to the claim 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.

The Employer may also indemnify an employee for the payment of any judgment, settlement, reasonable attorney fees or court costs where the employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his/her necessary duties and functions and was carried out pursuant to a direct order of his/her supervisor, was conduct required by the direct order, or was conduct in keeping with well-established and approved past practices of the Department; provided, the employee shall have the right to select counsel of his/her own choosing, with mutual agreement with the Employer.

Section L. LTD/Workers' Compensation Disputes.

When an employee who is enrolled in the State's Long Term Disability Insurance program is disabled from work due to injury or illness, and the employee has been initially denied LTD benefits for such disability on the basis that the disability is, or appears to be, compensable under the State's workers' compensation program, the employee shall be entitled (upon request to the LTD carrier) to enter into a private contractual arrangement with the LTD carrier to

receive LTD benefits, if the employee signs an agreement to reimburse the LTD carrier in the amount of any workers' compensation benefits received.

Disputes regarding the denial of LTD/Workers' Compensation benefits are not grievable under this Agreement. However, disputes regarding denial of Public Act 293/414 benefits for approved Workers' Compensation claims are subject to the grievance procedure contained within Article 9 of this Agreement.

Section M. Resignation.

An employee may rescind his/her resignation from employment any time prior to the effective date of the resignation.